

**LABOR AGREEMENT**

**2012 - 2015**

**Between**

**BOARD OF EDUCATION OF THE  
VICKSBURG COMMUNITY SCHOOLS**

**and**

**KALAMAZOO COUNTY EDUCATION ASSOCIATION –  
VICKSBURG EDUCATION ASSOCIATION**

**August 29, 2012**

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**A G R E E M E N T**

**Board of Education, Vicksburg Community Schools**

**with**

**Kalamazoo County Education Association -Vicksburg Education Association**

THIS AGREEMENT entered into on this \_\_\_ day of August, 2012, by and between the BOARD OF EDUCATION OF THE VICKSBURG COMMUNITY SCHOOLS of Kalamazoo and St. Joseph Counties, hereinafter called the “Board” and the KALAMAZOO COUNTY EDUCATION ASSOCIATION - VICKSBURG EDUCATION ASSOCIATION, hereinafter called the “Association.”

WITNESSETH:

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

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

**ARTICLE ONE (1) - RECOGNITION**

- A. **BARGAINING UNIT DESCRIPTION.** The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 2 of Act 379, Public Acts of 1965, for the following professional personnel on tenure and probation: certified classroom teachers, special certificated teachers, guidance counselors, librarians, speech therapists, teaching counselors and consultants employed or hereafter employed, but excluding substitute teachers, teachers providing playground supervision, any teacher who teaches community education courses, and supervisory and executive personnel. The term “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this Agreement.

**ARTICLE TWO (2) - ASSOCIATION/TEACHER RIGHTS**

- A. **STATUTORY RIGHTS.** Pursuant to Act 379 of the Public Acts of 1965, the Board and the Association hereby agree that every employee employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Association and the Board undertake and agree that they will in no way discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that they will not discriminate against any employee with respect to any terms or conditions of employment by reason of his/her membership in the Association or lack thereof or collective professional negotiations with the Board.

- B. **ASSOCIATION DUES AND MEMBERSHIP.** Employees permanently employed subsequent to August 23, 1971, must either: (1) become and maintain their membership in the Association, (2) pay a representation fee in accordance with the most recent U.S. Supreme Court decision to the Association for the representation of the employee, or (3) if the employee is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment, except that such employee may be required, in lieu of periodic dues uniformly required of Association members, to pay sums equal to such dues to a non-sectarian, non-political and non-profit charitable organization, as of the thirty-first (31st) day of hire or as of the thirty-first (31st) day after the execution of this Agreement, whichever is later.

The Association agrees to indemnify and save the Board harmless against any and all claims, suits, and other forms of liability, and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form.

- C. **MISCELLANEOUS PAYROLL DEDUCTIONS.** Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittances for insurance, qualified 403-B plans, savings programs, and other options which qualify under current IRS code. Specific plans and programs may be instituted if jointly approved by the Association and the Board, as outlined below.

It is expressly understood and agreed that while the Board will offer each employee the opportunity to participate in a Tax Deferred Investment, Annuity, or Savings Program which complies with Section 403(b) of the Internal Revenue Code, as amended, the Board shall limit the number of carriers, or other entities providing such programs, not to exceed a total of nine (9), and the list of secured providers may be obtained from the Human Resources Department. The Board shall not accept responsibility for assuring any employee that any such plan qualifies as per the aforementioned Section 403 (b) nor does the Board guarantee or in any way act in a fiduciary capacity with said program, its investments or return.

- D. **USE OF SCHOOL BUILDING AND FACILITIES.** The Association and the members shall have the right to use school building facilities according to the adopted Board policy for community use of school facilities. Employee lounge bulletin boards, inter-school mail, and e-mail (as provided under Board of Education Policy and Guidelines) shall be made available to the Association for its official organization materials. Nothing of a derogatory nature shall be posted on any bulletin board or transmitted through school mails.

The second and fourth Tuesdays of each month, outside the normal school hours, shall be reserved for Association meetings. The Board will not schedule meetings which employees are expected to attend on the second and fourth Tuesdays of each month, outside the normal school hours, except after consultation with the Association.

- E. **REPRESENTATION WHEN REPRIMANDED.** An employee shall, at all times, be entitled, but not required, to have present the Building Association Representative or other employee from the building where the reprimand is to occur, while being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no disciplinary action shall be taken until such Association Representative is present. When the presence of such Association Representative is so requested, it is agreed that said Representative shall be made available as soon as possible, but in all events within two (2) working days after the request is made. All information forming the basis for disciplinary action will be made available to employees.
1. It is understood and agreed that the administrator, when reprimanding, warning or disciplining an employee shall be entitled to have another administrator present at such time. When the presence of such administrator is desired, it is agreed that such representative shall be made available as soon as possible, but in all events within two (2) working days after the employee is advised of such impending action.
- F. **AVAILABILITY OF INFORMATION REGARDING SCHOOL DISTRICT.** The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information which is available to the public concerning the financial resources of the District, proposed budgetary requirements and allocations submitted to the Board, and such other information as mutually agreed upon that will assist the Association in formulating intelligent, accurate, informed and constructive proposals on behalf of the employees and the District's students. It is understood that this provision shall not be construed so as to require the Board, without adequate compensation by the Association, to compile information and/or statistics in any form other than that in which they are readily available.
- G. **EMPLOYEE PROTECTION.** Employees complying with Board Rules and Regulations and who are acting in the line of duty and within the scope of their employment with respect to maintenance of control and discipline in the classroom and other school activities shall be given support and assistance by the Board. Bargaining unit members recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases the employee shall follow the District's established disciplinary process.
1. If an employee, acting within the scope of one's professional employment, is assaulted, the incident shall be immediately reported to the building principal or appropriate administrator. The Board shall assist the employee in connection with handling the incident by law enforcement and judicial authorities. An employee may use such force as is reasonable and necessary for protection from attack or to prevent injury to a student.
  2. If any employee is the subject of a civil action brought by a student or parent of a student for action taken by the employee acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the employee's defense. Employees shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by an employee in connection with the defense of a



civil action brought by a student or parent of a student which arose out of and within the scope of one's professional employment shall not be charged against the employee.

3. Any complaint by a student or a parent of a student directed toward an employee, which is to be made a part of the teacher's personnel file or become part of a charge or written record, shall be promptly called to the employee's attention. The non-instructional personnel may submit a written statement to be attached to and filed with the original complaint.
- H. **DRESS CODE.** The Association and the Board mutually agree that employees' dress shall be typical of that worn by other certificated professional persons who work for the District. The Association agrees to cooperate with the Board in promotion of tasteful dress by employees at all times.
- I. **RELEASED TIME.** An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation including mediation, involving parties outside the Board and the Association, shall be released from regular duties without loss of salary.
- J. **CONFERENCES.** An employee released from regular duties by the Superintendent or his designate for the purpose of attending or participating in conferences, professional organizational meetings and/or classroom visitations that are related to that employee's field shall be released without loss of pay. Reimbursement of expenses shall be as follows:
1. An itemized list of expenses must be submitted to the Superintendent or designee with the written request of the employee to attend the meeting and/or classroom visitation.
  2. The Superintendent or a designee shall determine the amount of reimbursement to be allowed for the expenses and shall so state in writing with the approval to attend the meeting/visitation.
  3. Non-reimbursable expenses: Regional, state or national conferences conducted by the United Profession (NEA/MEA/VEA) for the further cause of the Association's own professional purposes shall not be reimbursed by the Board.
- K. **ASSOCIATION CONFERENCES.**
1. Each school year, the Association shall be allowed to use to ten (10) days off with pay for the purpose of attending regional, state or national workshops, conferences and conventions which shall be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. No less than four (4) hours per person per conference shall be used. The Association agrees to notify the Board as soon as possible, but in no case less than forty-eight (48) hours prior to the date for intended use of said leave.
  2. The Association shall reimburse the District for all sub costs attributable to Association activities including Association Conferences, and shall also

reimburse the District for all costs attributable to political action activities at Association Conferences.

3. It is agreed that the Association President may use a portion of the school day, other than assigned classroom time for the purpose of conducting Association business. This shall include, but not be limited to, discussions with employees and administrators on matters directly related to the administration of this Agreement and travel between schools in the District. The conduct of Association business shall not be allowed to interfere with the duties of any teacher at any time.
- L. **DUTY FREE LUNCH PERIOD.** Employees shall be allowed a thirty (30) minute duty free lunch period per day, except when emergency situations require their presence for the purpose of supervision.
  - M. **TEACHERS' FACILITIES.** The Board shall make phone access available to employees. Employees shall be responsible for any personal long distance calls. The Association agrees to reimburse the Board for all Association related long distance calls. When practical and possible, lavatory facilities exclusively for employee use shall also be made available.
  - N. **ACCESS TO SCHOOL.** Each school office shall maintain a supply of outside door keys which employees may check out when it is necessary for them to have access to the building at times other than the normal teaching day.

### **ARTICLE THREE (3) - ASSOCIATION/TEACHER RESPONSIBILITY**

- A. **PROFESSIONAL POSTURE.** The Association will inform its members of their professional rights and responsibilities as set forth in this contract.
- B. **TEACHER RESPONSIBILITY FOR MATERIALS.** Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent a reasonably prudent person would be.
- C. **LESSON PLANS.** All teachers shall have prepared and available for their building principal, not later than the end of the last school day of each week, a complete set of lesson plans for the ensuing week for each class for which the teacher is responsible, **including where applicable identification of the State curriculum standard.** Said plans will include tentative materials and activities to be covered each day of the said following week. At the beginning of each year, all teachers will have on file with the principal three (3) days of lesson plans for a substitute teacher. Such plans will be of a general nature and not necessarily in the context of the unit then being taught. Teachers must update their substitute teacher lesson plans after each use.
- D. **PHYSICAL EXAMINATIONS.** In the event the Board has established good cause to believe an employee is suffering a physical or mental impairment that may be affecting his/her ability to perform the essential functions of the assignment, said employee may be required to be examined by a medical doctor selected and paid for by the Board. It is understood and agreed this provision shall not be used indiscriminately

or arbitrarily. Such time shall be of no expense to the employee and shall not be deducted from an employee's sick leave.

- E. **STUDENT CONTROL AND DISCIPLINE.** It is recognized that student discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
1. Whenever it appears to the teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and the teacher feels he/she has exhausted his/her teaching techniques and agrees the student can no longer be effectively handled by the teacher, the teacher shall refer the matter to the principal and shall furnish the principal with what techniques and action the teacher has taken in the past with regard to the student and furnish the principal with full particulars of the incidents which form the basis for the teacher's conclusion that outside professional help is needed. The teacher may include written recommendations for the handling of the student as promptly as teaching obligations will allow. The administration will notify the teacher in writing of the action deemed appropriate consistent with their mutual support and assistance for the teacher.
  2. A teacher may exclude a pupil from class temporarily because of the grossness of the offense or the persistence of the misbehavior or because it appears that the presence of a particular student in the class will impede the education of the balance of the class because of the disruption caused by said student, in which event the teacher must escort the pupil to the principal's office or a place designated by the administration. In the event an administrator is not immediately available, the teacher shall return the student to the class, if another teacher is not available to take responsibility for the student until the building administrator returns to the building. Upon return to the building, the administrator shall make contact with the teacher and deal with the problem as soon as possible. In such cases, teachers will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing and the principal will inform the teacher, in writing, of the disposition of the matter.
  3. The procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the teacher, the child and parents when warranted.

#### **ARTICLE FOUR (4) - MANAGEMENT RIGHTS**

The Association recognizes and agrees the Board of Education by and through the Administration shall have all rights and authority to manage, direct and assign employees covered by this Agreement and to conduct the affairs and business of the School District and to establish policies, rules and regulations therefore in the sole discretion of the Board, except as limited by the provisions and terms of this Agreement.

**ARTICLE FIVE (5) - HOURS**

- A. **DAILY DUTY HOURS.** Each employee shall be on duty as assigned by the principal from 8:00 a.m. until 4:00 p.m. on each school day. It is understood and agreed that transportation scheduling and student and/or space requirements may make it necessary to schedule employees to begin earlier or later than 8:00 a.m. in which event the close of the regular school day for such employees shall be advanced or delayed a like period of time so as to result in normal school day hours not exceeding eight (8) for the employee thus affected.

A minimum of thirty days prior to the beginning of a semester, the Administration may designate an adjusted schedule for specific positions to accommodate specialized programs or services or alternative student schedules. Any such adjustment shall maintain a work day of consecutive hours and a work year consistent with the designated number of VEA work days for any given contractual year. Positions with an adjusted schedule shall be posted with the schedule requirements. Employees already assigned to a position that is to be converted to an adjusted schedule shall have the right to decline the assignment in lieu of another opening for which they are certified and qualified. If there are no openings available for which they are certified and qualified, layoff and recall procedures will be implemented.

1. Emergency Absence: If an employee is unable to report for duty because of illness or another justifiable reason, that employee shall make one phone call notifying either the building principal or sub call-in service, at the District's discretion no later than 6:00 a.m., unless an emergency arises and it is impossible for the employee to give such notice.
2. Pre-arranged absence: Pre-arranged absences will be scheduled by the building secretary or designee.
3. Employees shall be afforded compensatory time when required to attend in-service training or curriculum meetings beyond regular work hours, or for other principal-approved activities, which may be taken during daily duty non-instructional hours with the approval of the building administrator. Said compensatory time shall normally be taken before or after school hours, but may be taken during the employee's planning time on a sign in/sign out basis with the approval of the building administrator. Failure to return by the scheduled start of the employee's class time will typically result in a loss of pay. Accumulated compensatory time up to four (4) hours not exhausted by the end of the school year may be carried over to the next school year.

- B. **CLASSROOM TEACHERS' PLANNING TIME.** Classroom teachers shall be afforded six hundred five (605) minutes per week to be used for planning or conference time, as designated by the administration during the work day after the administration schedules instructional time sufficient to ensure satisfaction of State instructional time requirements and any other duty time. It is recognized that the constraints of financial resources and/or extenuating circumstances (such as scheduling) may prevent implementation of planning time every day for every teacher. It is also recognized that severe weather or emergency situations may require teachers to supervise students

during planning time which may be scheduled during students' lunch and/or recess. In the event of a decrease in enrollment or revenue which could result in the layoff of teachers, this provision may be suspended.

- C. **SCHOOL CLOSINGS**. When all District schools are closed for a snow day, employees are not required to report for work. For all other school closings, the Administration will notify affected staff of any deviation from their normal work schedule or location. The Administration will use the phone fan-out system for all staff communications regarding school closings or delays. In cases where employees are required to report during a school closing day, their work schedule will be 9:00 a.m. to 3:00 p.m., unless circumstances require a variation on this work schedule.

If an employee is unable to report to work when required during a school closing day, the employee shall notify the building administrator as soon as possible. Employees unable to report to work shall have the option of using available business leave time or electing to take a deduction in pay for the actual hours worked by employees for that day.

If students have arrived at school and are subsequently sent home due to an emergency, employees may be allowed, at the discretion of the Superintendent or Superintendent's designee, to leave as soon as students have been properly dismissed and departed school property. When school is delayed, employee starting time will be delayed a like amount with no extension of the school day.

Teachers agree to reschedule days and/or clock hours lost from school closings to meet the State of Michigan day and clock hour requirements for instruction and professional development. In addition, teachers agree to maintain a minimum calendar of 178 instructional student days and five (5) professional development days. The Administration and the Association will mutually agree on the specifics of any plan to make up days and/or clock hours, or adjust to any alterations in State requirements due to extreme weather conditions.

Employees will continue to receive the regular salary, but shall receive no additional compensation for days and/or clock hours rescheduled to meet the above stated requirements.

- D. **DUTY DURING EMERGENCIES**. Employees shall remain on duty as needed in the event of emergency situations such as, but not limited to, severe weather warning, civil or student disturbances or situations which may threaten the health or safety of students. Employees remaining on duty during emergency situations shall be covered by insurance.
1. The Board will make every reasonable effort to insure the safety of employees and provide necessary assistance for teachers during emergency situations.
  2. The Board will outline the general duties of employees during such emergencies.
  3. An employee may be excused from this duty by the building principal or Superintendent.

4. Employees shall be required to look over their normal work or teaching area and report unusual objects or conditions. However, employees shall not be required to search for, handle or remove any unusual object or suspected explosive devices on or about the school premises.
- E. **STAFF MEETINGS.** Employees may be required to attend staff meetings called by the Administration beyond the normal work day hours. The length and frequency of said meetings shall be reasonable. Staff meetings will be limited to four (4) hours per month, unless the principal deems unusual circumstances mandate additional time for staff meetings.

### **ARTICLE SIX (6) – ASSIGNMENTS**

- A. **BASIS OF ASSIGNMENT.** The Board has the sole right to assign or reassign non-instructional staff to any position which they are qualified to perform. An employee's certification, highly qualified status, seniority, and other relevant factors will be considered when assignments are made. Staff will not be assigned outside the scope of their certificates or highly qualified status. Both parties agree that some relevant factors may be subjective. The principal's judgment in such cases shall prevail.
- B. **NOTIFICATION OF TEACHING ASSIGNMENTS.** Tentative assignments shall normally be made thirty (30) calendar days before the close of the school year. In the event that subsequent changes in assignments become necessary, as determined by the Administration, the affected teachers will be notified as soon as possible.
- C. **NOTIFICATION OF PENDING RESIGNATION.** Any employee, upon becoming aware of the fact that he/she will not be an employee of the District for all or part of the current or coming school year shall be obligated to notify the Administration in writing as soon as possible.
- D. **REQUEST FOR ASSIGNMENT.** The request by an employee for a transfer to a different class, building or position must be made in writing (includes e-mail) and presented to the Superintendent. The Administration will provide copies of all requests for assignment to the VEA President as received.
1. Requests for reassignment may be made by the employee as an available position is announced, in advance, or at the time of the posting of a vacant position. Requests will be kept on file by the Administration until September 15th of each year. Employees must renew their requests annually.
  2. The application shall set forth the reasons for the request, the school, grade or position sought and the applicant's academic qualifications which support the request.
  3. The request of a transfer/reassignment shall be acknowledged by the district in writing (includes e-mail) within five working days.
  4. The Administration shall respond in writing (includes e-mail) within five (5) days following a staffing decision to each employee who has requested a transfer. Said

reply shall include a response to the transfer request and state the reason(s) for denial or acceptance.

E. **ESTABLISHMENT OF DUTIES AND ASSIGNMENTS.** At or before the first staff meeting of the school year, the principal shall discuss and establish routine building duties and responsibilities and assign duties within the reasonable area of teaching and/or extra curricular and/or school related activities, or as the need arises in the absence of volunteers. Due consideration will be given to the reasonable suggestions offered by the staff.

F. **POSTING OF VACANCIES.**

1. When a new position is created or a permanent position becomes vacant, which is covered by this Agreement and which the Board desires to have filled, the President of the Association will be given 24 hours to respond and provide feedback on the posting prior to notice of said vacancy being posted on each lounge bulletin board, on the District's web site, and via e-mail to all staff. All notices shall remain posted for seven (7) calendar days, during which time any employee interested in filling the vacancy shall notify the Superintendent in writing of his/her desire to be placed in such position.
2. The Board agrees to notify the Association President and to post all administrative vacancies for informational purposes only.

G. **FILLING OF TEMPORARY VACANCIES.**

Vacancies which occur during the school year are to be filled on a temporary basis until the end of the school year. At the end of the school year, the position shall be posted in accordance herewith, if said position is still to be filled.

H. **SUPERVISION OF TEACHER INTERNS**

1. Supervising teachers shall be tenured in Vicksburg. Selection of supervising teachers shall be made by the Administration with the teacher's consent, but no teacher will be assigned more than one (1) teacher intern per school year, unless by written agreement with the supervising teacher.
2. Supervising teachers shall be notified of teacher intern assignment as soon as possible.

I. **ELEMENTARY MUSIC, ART, AND PHYSICAL EDUCATION.**

1. Elementary classroom teachers shall not be assigned to teach Music, Art or Physical Education unless certified in that area. Said teacher's planning time will be equal to other teacher's planning time. Every effort will be made to provide physical education instruction for a minimum of forty-five (45) minutes per week.
2. A reasonable effort will be made to provide the kindergarten classes some music, art, and/or physical education instruction to be taught by a specialist.

J. **MENTOR TEACHERS.**

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and the Board of Education adopted "VCS Mentoring Program" and shall perform the duties of a Master Teacher as specified in the code and in any guidelines for teacher mentoring established by the Michigan Department of Education and the current VCS Board of Education adopted "Mentoring Program."
2. Because the purpose of the Mentor-Mentee match is to acclimate the Mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee Teacher's teaching practices or other professional functions that are part of the mentor/mentee relationship.

**ARTICLE SEVEN (7) - PUPIL/TEACHER RATIO**

- A. **CLASS SIZE AND PUPIL/TEACHER RATIO.** The Board recognizes certain educational advantages in carefully managing both class size and overall pupil/teacher ratios. The Board further recognizes that a wide range of factors impact conditions for teaching and learning, and that decisions impacting class size and pupil/teacher ratios need to take into account all relevant factors including but not limited to scheduling, curriculum content, teaching resources and technologies, student characteristics, enrollment patterns, and financial resources. The Board agrees that it will endeavor to maintain pupil/teacher ratios consistent with the guidelines outlined below, taking into consideration the financial resources of the District and the availability of competent staff and facilities:

K - 3 at 25 to 1  
 4 - 6 at 30 to 1  
 Secondary academic at 30 to 1

- B. **REVIEW PROCESS.** Because decisions and plans for structuring the school day and schedule and organizing curriculum, programs, and services can impact class size and pupil/teacher ratio, the Board agrees to work with teachers to evaluate and project class size and pupil/teacher ratio ramifications of program, curriculum, and school restructuring changes before implementation.

When a concern regarding class size or overall pupil/teacher ratio as stated in Section A arises at any time during the school year, the teacher(s) should:

1. Notify the Principal of that building that such a problem exists. The Principal and teacher(s) should attempt to resolve the situation.
2. The Principal and teacher(s) may also involve mutually agreed upon staff



members from the teacher's department or grade level for the purpose of developing a solution.

3. Any resolutions which involve additional expenditures shall be submitted to the Superintendent who will review the recommendation and render a decision within five working days, pending Board approval.
- C. **STATIONS.** The number of pupils shall not exceed the available pupil stations.
- D. **ELEMENTARY ACCOMMODATIONS.** The number of students shall not exceed the number which can be adequately and safely supervised. The Board will reduce an elementary teacher's class size or provide an aide for the teacher, if there are at least two (2) full-time equivalent inclusion pupils in the teacher's class and the teacher has a full complement of students as set forth above. The aide shall be made available only during the time the full-time equivalent inclusion requirement is met.
- E. **ELEMENTARY PHYSICAL EDUCATION COMBINATION.** Classes will not normally be combined for the teaching of elementary physical education.

#### **ARTICLE EIGHT (8) - LEAVES OF ABSENCE**

- A. **SICK LEAVE.** Sick leave is paid leave to be used as prescribed below. All accrued benefits earned as of the start of an authorized paid sick leave shall continue for the duration of said leave.
- B. **ANNUAL SICK LEAVE ALLOWANCES.** Employees under contract shall be credited with eighty (80) hours of sick leave at the beginning of each school year. Part-time employees, employees on less than a full-year contract, or employees who do not complete their contracted obligation shall receive prorated sick leave.
- C. **ACCUMULATED SICK LEAVE.** The unused portion of sick leave hours shall accumulate to a total of one hundred eighty (180) days or one thousand four hundred and forty (1440) hours. An employee who wishes to donate Business Leave hours to another may do so by notifying the Human Resources department in writing, including the name of the donor, the name of the intended recipient, the number of hours to be donated and the date. The donor must have the necessary available balance of Business Leave hours in order for the transaction to take effect. The donor's Business Leave balance will be reduced by the amount of the donation, and such donation will disqualify the donor from eligibility for the Perfect Attendance stipend and drawing. The recipient must have exhausted his/her Sick Leave. All hours must be used by the recipient as Sick Leave in the year donated.
- D. **USE OF SICK LEAVE.** Credited sick leave hours may be used as follows, provided timely prior notification is given to proper supervisor:
1. Personal illness and/or disability due to an accident or pregnancy - limited to accrued sick leave hours. A non-child-bearing spouse may use up to three (3) days of accrued sick leave for the care of a newborn child.

2. Parental leave for the adoption of a child to commence on the date of placement of the child by an adoptive agency for a maximum of two (2) weeks. Where both parents work for the District, the maximum combined leave time for adoption shall be two (2) weeks.
  3. Illness of a child, current spouse or a person living in the employee's household who is 70% financially and physically dependent upon the employee for at least a period of one (1) school year.
  4. Sick leave may not be used for routine health examinations, dental appointments or surgical procedures which could be scheduled outside of normal work hours.
  5. Admission of a member of the employee's immediate family (father, mother, husband, wife, child, brother, sister, grandparents, in-laws, grandchildren, or others who may have acted in loco parentis) to a hospital or nursing care facility, or a verified comparable situation regarding the employee's immediate family which requires the presence of the employee, which could not be arranged outside of normal school hours, up to a maximum of forty-eight (48) hours per year.
  6. Extensions of the above may be granted by the Superintendent or his designee.
  7. It is agreed by both parties that no charge will be made to an individual employee's accumulated sick leave when absent due to contracting head lice as a result of examining students for head lice infestation.
- E. **BUSINESS LEAVE.** Employees may use up to two (2) days of their sick leave credits per school year or portion thereof, non-cumulative, as business leave for business purposes which cannot be reasonably conducted other than during normal duty hours and it is essential that the employee's presence is required away from the school property. Employees recognize and agree their primary responsibility is to their students, and therefore, they shall not abuse this privilege

Business Leave may not be used for seeking or performing other employment, or for social, recreational, vacation, or other similar purposes.

1. The use of a business day immediately preceding or following a school vacation or legal holiday will be prohibited, except in cases of extreme hardship and must have prior approval of the Superintendent.
2. A business leave notice must be submitted in writing to the employee's immediate supervisor at least two (2) days in advance of the desired time off. Employees who cannot meet the two-day notice requirement need to state the reason for the emergency business leave request in writing on their Request/Report for Absence form. The building principal shall have the right to determine how many employees can be off on business leave at any one time. Consideration will be given on a first come - first served basis.
3. An employee who does not use the full two (2) days of business time in a year may carry over to the next year up to two (2) days (sixteen [16] hours) of unused business leave. The maximum carryover will be two (2) days (sixteen [16]

hours), resulting in a maximum of four (4) days business leave available to that teacher in any given year.

4. Non-Chargeable Business Leave: It is understood and agreed that employees will be allowed to use time before school begins and after school ends to take care of emergency situations and/or special personal business situations that cannot be scheduled outside the normal work day up to three (3) times per year. Said non-chargeable business leave shall normally be taken either the first or last 45 minutes of the employee's work day (so that it will not encroach upon student contact time) with the approval of the building administrator.
  - a. Whenever non-chargeable business leave time extends beyond the prescribed elementary or secondary time frames (Elementary: 8:00-8:45 a.m. and 3:35-4:00 p.m.; Secondary: 2:35-3:25 p.m.), the remaining time used shall be charged to said employee's business leave. Any full day business leave time shall be fully chargeable.
  - b. For all non-chargeable business requests, an R & R is to be filled out stating the date, time of leave request, and the reason, and that the time period reflects the non-chargeable time frame.
  - c. The building principal will have the authority to accept or deny the request on a case-by-case, non-precedent setting basis.

F. FUNERAL LEAVE. Funeral leave as provided herein shall be deducted from the employee's accumulated sick leave hours.

1. Death in immediate family (father, mother, husband, wife, child, brother, sister, in-laws, grandchildren, grandparents or others who may have acted in loco parentis) - forty (40) hours per year.
2. Death of relatives outside the immediate family - eight (8) hours per year.
3. Other deaths - one (1) day per year may be used to attend the funeral of a close friend.
4. Extensions of the above may be granted by the Superintendent or his designee.

G. ABUSE OF LEAVE. The parties agree that deliberate abuse of leave constitutes serious misconduct. In the event that the Board has established good cause to believe that a non-instructional staff member has made a false report regarding any type of leave, or has otherwise abused leave privileges, said employee shall be subject to the following disciplinary action:

1. First offense - written reprimand and loss of pay equivalent to abused day(s).
2. Subsequent offenses - written reprimand and loss of pay equivalent to abused day(s), with possibility of further disciplinary action up to and including dismissal.

H. **DISABILITY LEAVE WITHOUT PAY.** Employees on disability leave without pay shall adhere to the following conditions:

1. Such leave shall be for the duration of the disability, but not to exceed one (1) year.
2. A disabled employee shall request in writing to the Board of Education to be placed on disability leave as soon as medical confirmation of the disability is made. An employee on disability leave shall either exhaust or bank sick leave, subject to the requirements of the District-provided Long Term Disability insurance plan.
3. Any employee who can anticipate a disability in advance must request in writing a disability leave at least sixty (60) days prior to the expected date of such leave.
4. Any employee who can anticipate a disability in advance shall be permitted to continue working as long as he/she satisfactorily performs all regular and normal duties and functions of his/her position. If this requirement cannot be fully maintained, the employee will be placed on disability leave.
5. An employee on disability leave of one (1) semester or more who desires to return to duty shall submit a written request to the Superintendent at least thirty (30) days prior to the date he/she wishes to return or prior to the end of the leave, whichever is earlier. The employee shall return no later than the first day of the beginning of a semester following the date of the employee becoming eligible to return.
6. An employee returning from disability leave shall remain on the same salary schedule step as at the time of the departure unless the employee was employed more than one hundred (100) days during the school year when the leave commenced. In that case, the employee shall return at the next higher step on the salary schedule for the school year following the leave.
7. Action shall be taken by the Board on a case-by-case basis for failure to report to work or failure to follow the above requirements and responsibilities. Such Board action shall not constitute a precedent.
8. Physicians' statements shall be required by the Board to certify the need for such disability leave and that the employee is capable of returning to work from such leave without restriction or limitation.

I. **JURY DUTY.** An employee called for jury duty shall be compensated for the difference between said employee's pay and the pay received for the performance of such obligation for each such day jury duty is required of the employee. The employee shall, therefore, turn over to the District any pay received from the court for jury duty, exclusive of mileage, parking, and/or other incidental reimbursements. Elementary staff released from jury duty prior to 1:00 p.m. and secondary staff released prior to 12:30 p.m. shall return to work after a lunch as soon as possible.

- J. **TESTIMONY.** An employee subpoenaed before any administrative or judicial tribunal to give testimony shall be compensated for the difference between said employee's pay and the pay received as witness fee for so testifying for each day the employee is required before such tribunal for that purpose. This provision shall not apply to any employee who is giving such testimony in an action where the employee, employees or the Association bring or is a party to such action against the Board of Education.
- K. **COMPENSABLE INJURY.** For the necessary absences from normal assignments because of a disability resulting from an injury arising out of or in the course of employment by the Board, the affected employee shall be paid the difference between said employee's net regular compensation and any benefits received under the Workers' Compensation Act to the extent the employee's unused accumulated sick leave credits provide sufficient funds for this purpose. Payments from accumulated sick leave to supplement Workers' Compensation payments will only be made after Workers' Compensation payments are determined and will not be used as an offset against Workers' Compensation. The Board shall continue to pay the monthly premium for health and dental insurance for a period of three (3) calendar months or until the end of the school year, whichever is greater, after the date of the injury.
- L. **LEAVE OF ABSENCE WITHOUT PAY.** Upon written application and with prior Board approval, a leave of absence without pay or fringe benefits may be granted to employees who have completed their probationary period. Applications for leaves of absence without pay should be submitted for Board evaluation at least one semester prior to the commencement of the requested leave. A leave granted by the Board under these provisions cannot exceed a maximum of one (1) calendar year. The following purposes will be considered by the Board in evaluating applications for leaves of absence without pay:
1. Approved study, research or special teaching assignment involving probable advantage to the school system.
  2. For the purposes of Family Leave which falls outside of the provisions of this contract and/or FMLA entitlement.
  3. Other reasons approved by the Board on a case-by-case basis which shall not establish precedent.
- An employee must actually work a minimum of one hundred (100) days during the school year of the leave to advance on the salary and seniority schedules. Longevity will accrue.
- If the Board finds the purpose of an approved leave of absence without pay to be of direct benefit to the District, the Board may, at its discretion, apply the time of unpaid leave toward advancement on the salary and seniority schedules.
- M. **FAMILY MEDICAL LEAVE ACT.** The provisions of the FMLA shall apply to this Article where appropriate.

**ARTICLE NINE (9) – EVALUATION**

- A. **GENERAL STATEMENT.** It shall be the policy of the Board and of all administrators in the Vicksburg Community Schools to assist non-instructional personnel, both new and experienced, to become more useful and valuable members of the staff, to warn them regarding practices which may not be acceptable, to uphold them in the proper discharge of their duties and to guarantee them courteous and considerate treatment at all times. It is the intent of the Board and the Association to establish a work group to revise the evaluation instrument and all relevant Contract language in order to be in compliance with all existing State law within the term of this Contract.
- B. **CONTENTS OF PERSONNEL FILE.** An employee will have the right to review the contents of records, excluding initial references of the District pertaining to said employee, originating after initial employment and to have a representative of the Association accompany him/her in such review. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless an employee has had an opportunity to review the material. Complaints against the employee shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The employee may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the parties hereto mutually agree the material to be placed in the file is inappropriate or in error, the material will be corrected or removed from the file, whichever is appropriate.
- C. **PERFORMANCE EVALUATION.** A teacher shall advance vertically to the next incremental step on the salary schedule or shall remain at the maximum level thereof so long as said teacher continues to receive an effective or highly effective evaluation. In the event said teacher receives less than an “effective” evaluation, said teacher shall not be advanced vertically on the salary schedule until such time as an “effective” rating is received.

**ARTICLE TEN (10) - CURRICULUM AND SCHOOL IMPROVEMENT COMMITTEES**

- A. **PURPOSE.** In order to establish a method of developing consistency, coordination and continuity of District programs, the Board of Education establishes the Curriculum and School Improvement and Planning (SIP) Committees and various District and grade level Steering Committees. The Steering Committees will serve as coordinating agents for ongoing evaluation, modification and improvement of the District’s K-12 program.
- B. **CURRICULUM AND SCHOOL IMPROVEMENT PROCEDURES.** The Board and the Association agree to facilitate operation of by agreeing on the following:
1. Each teacher will serve on Curriculum and School Improvement Committee(s) in the manner specified in the Guide for Instructional Improvement.

2. The Committees will function according to those guidelines specified in the Vicksburg Community Schools Guide for Instructional Improvement.
3. All recommendations forthcoming from the Committees will be of an advisory capacity only and recommendations not approved by the Board will not constitute the basis for a grievance.
4. Each teacher will be expected to attend all committee meetings.
5. All Committee chairpersons must be tenured teachers and will be appointed by Administration after taking input from the committee.
6. Grade Levels, Departments, K-12 Committees, Ad Hoc Committees, and SIP Teams will meet in the manner specified in the Guide for Instructional Improvement.
7. The Board of Education may provide release time within the work day for committee activities.

#### **ARTICLE ELEVEN (11) - LAYOFF AND RECALL PROCEDURES**

- A. **DEFINITION.** When the Board determines District finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction of staff, employees may be laid off in accordance with the provisions of this Article. Extracurricular or athletic assignments shall not be a consideration in the layoff of staff.
- B. **SENIORITY.** The term “seniority” as used in this Article shall be length of continuous service under contract with the Vicksburg School District. The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous service. Time on approved voluntary unpaid leaves or transfer to a non-bargaining unit position which occurs on or after January 28, 2008 shall count toward accrued seniority. If the employee has less than 100 days of service in a contract year, they will not accrue seniority for that school year. Unpaid leave prior to January 28, 2008, shall be deducted from seniority. Unpaid leave shall not constitute a break in continuous service. Time on medical leave while on layoff shall count toward the accrual of seniority for layoff and recall purposes only. The seniority is lost when the employment is severed by accepting employment elsewhere, resignation, retirement, or discharge. Further, all seniority is lost for layoff in excess of twelve (12) months for non-tenure teachers and in accordance with the applicable provisions of the Tenure Act for tenure teachers. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but may serve to reduce the probationary period in accordance with the provisions of the Tenure Act. In the event two (2) or more employees have the same date of hire\*, the employees shall participate in a mutually agreed upon tie-breaking drawing with the Association represented for purposes of establishing seniority ranking on the seniority list. This Section (B. Seniority) shall apply to all new employees hired after June 30, 2008. Those employees placed on the seniority list prior to June 30, 2008 shall not be adjusted. Those employees hired

before July 1, 1984, shall come under the expired contract (1981 - 1984) V.E.A. - K.C.E.A. language, page 22, Item I., which is as follows:

Definition of Seniority. Seniority shall be measured from the date of the employee's signature on their first contract of employment in the School District. When two (2) or more employees are hired on the same day, the reverse alphabetical order of the last names shall be the determining factor. If reverse alphabetical order is not a determining factor, then the unit member with the lowest social security number shall first be reinstated from a layoff. Should a bargaining unit member return to the school system after resigning, previously accrued seniority shall be reinstated upon return to employment, but employees on unpaid leaves of absence shall accrue prorated seniority for time worked in a school year for layoff and recall purposes only.)

\*Date of hire constitutes the first day the employee reported for work, from which there has been continuous service under contract, not to be confused with the date of signing.

- C. **QUALIFICATIONS.** For purposes of this Agreement, "certified" shall be defined as certified or approved under the State of Michigan School Code and Department of Education Teacher Certification Rules. "Qualified" shall be in accordance with all State and Federal Guidelines.
- D. **LAYOFF LIST.** As soon as the names of the employees to be laid off are known, a list of those names shall be given to the Association prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon not later than ten (10) working days after the termination of the meeting requesting review of the list.
- E. **NOTIFICATION OF ASSOCIATION.** Before final action on a reduction of employees is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford Association representatives the opportunity to discuss it with the Employer.
- F. **INDIVIDUAL CONTRACTS.** In the event an employee is laid off, the employee's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate, after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Employees who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale, if employed for one (1) semester or more of the school year. It is further agreed that any layoff shall suspend for the duration of the layoff period, the Board's obligation to pay salary or fringe benefits under any employee's individual employment contract or under this Collective Bargaining Agreement.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members laid off during the term of this Agreement, Paragraph B of Article Eleven (11) of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payment during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed laid off professional staff members who have fulfilled



their contractual obligation shall have their insurance benefits continued until September 1 in the year of layoff.

- G. **CHANGE IN CERTIFICATION.** Teachers shall inform the Superintendent, in writing, of any contemplated changes in certification or qualification by May 1 of each year.
- H. **SENIORITY LIST VERIFICATION.** By the first day of second semester of each school year, the Board shall provide the Association President with an up-to-date list, to minimally include the following: Date of hire, dates of unpaid leaves of absence, certification(s) held, major(s)/minor(s) and tenure or probationary status. Said list shall be in rank order with the most senior employee in the District being first on the list. The dates for any employee's unpaid leave(s) of absence shall reflect the first and last work dates missed by the employee as a result of the leave(s). Challenges to the seniority list shall be made by the Association within thirty (30) days of notification by the Board of Education.
- I. **UNEMPLOYMENT COMPENSATION BENEFITS.** An employee, who is laid off and who is paid unemployment benefits (associated with his/her regular assignment) during the summer immediately following the layoff and who is subsequently recalled to a position prior to the first day of the next school year, shall have his/her compensation reduced by one hundred percent (100%) of the gross dollar amount of the unemployment compensation benefits he/she received in the summer in accordance with then applicable law.
- J. **ADMINISTRATOR RIGHTS TO RETURN TO TEACHING POSITION.** Any employee, who shall be transferred to or hired for an administrative or supervisory position and shall later return to or be assigned an employee status, shall be entitled to such rights as the employee may have had or would have had under this Agreement had the employee not been hired for or transferred to such an administrative or supervisory status.

## **ARTICLE TWELVE (12) - GRIEVANCE PROCEDURE**

- A. **DEFINITION.** A grievance is an alleged violation of the terms and conditions of the employee's collective bargaining agreement and may be processed as herein set forth. No grievance shall duplicate any claim under the Teacher Tenure Act, as amended from time to time.
- B. **PROCEDURE.**
1. **Level One:** An employee with a grievance shall present it in writing with the following information:
    - a. It shall be signed by the grievant or grievants;
    - b. It shall contain a synopsis of the facts giving rise to the alleged violation;
    - c. It shall cite the section or subsection of this Agreement alleged to have been violated;

- d. It shall contain the date of the alleged violation;
- e. It shall specify the relief requested.

The grievance shall be discussed with the employee's immediate supervisor or principal, individually or together with the Association Representative or through the Association Representative. Such discussion shall take place within ten (10) working days of the employee's knowledge of the occurrence of the event upon which the grievance is based or within ten (10) working days of when a reasonably prudent person would have knowledge of the event upon which the grievance is based.

- i. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her designees. The grievance shall be filed at Level Two within ten (10) working days of the event upon which the grievance is based.
  - ii. The decision rendered at this Level One shall be presented in writing within ten (10) working days after presentation of the grievance.
- 2. Level Two: If the Association or individual is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance shall be transmitted to the Superintendent within ten (10) working days. Within ten (10) working days, the Superintendent or his/her designee shall meet with the Association and/or individual on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association and the employee.
- 3. Level Three: If the Association's Executive Committee is dissatisfied with the Superintendent's answer or if the Superintendent failed to answer the grievance within the time provided in Level Two, the Association may elect to submit the matter to arbitration, provided the Association initiates the arbitration process by filing a written notice to arbitrate with the Superintendent of the District within thirty (30) calendar days after receipt of the Superintendent's answer or the first day after the end of the period in which it was due. The arbitrator will be selected through the American Arbitration Association in accordance with its rules, then in effect, when the Association files a demand within thirty (30) calendar days after receipt of the Superintendent's answer.

The powers and authority of the arbitrator are subject to the following limitations:

- a. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the provisions contained herein.
- b. The arbitrator shall have no authority to rule on any matter that may be processed to the Tenure Commission, consider or rule on the continued

employment of a probationary teacher, except as the Board is limited by Section G (4) of Article 9 of this Agreement.

- c. The arbitrator shall have no authority to rule on the continuation of extra duty programs or whom the Board selects for said functions.
- d. The arbitrator shall have no authority to change a practice, policy or rule of the Board nor substitute his/her judgment for that of the Board or as to the reasonableness of any action taken by the Board, except when such practice, policy or rule is limited by the terms of this Agreement.
- e. The decision of the arbitrator may be appealed by either party to this Agreement provided such appeal is filed with a court of competent jurisdiction within twenty (20) calendar days after receipt of the arbitrator's decision. In the event neither party to this Agreement appeals the arbitrator's decision within the twenty (20) day appeal period, the arbitrator's decision shall become final and binding thereafter.

C. **MISCELLANEOUS.**

1. A grievance may be withdrawn at any level without prejudice or record and in the event of such, the Administration is no longer obligated to meet with the individual employee.
2. No reprisals of any kind shall be taken by or against any party of interest or any authorized participant in the Grievance Procedure by reason of such participation.
3. Forms for filing and processing grievances shall be provided by the Association.
4. The expenses and wages of witnesses and representatives of the parties shall be borne by the party for whom they appear.
5. The cost and fees of the arbitrator shall be borne equally by the parties to the proceedings, except for matters related to tenure teachers' evaluations where the losing party shall pay all costs and fees of arbitration.
6. The parties agree that grievances should be processed in a timely manner. Should there be a dispute as to timeliness, and the matter of timeliness is not resolved during the course of the grievance procedure, it is agreed the matter shall be heard first at the time of arbitration. The arbitrator shall rule first on timeliness before considering and ruling on the merits of the grievance.
7. Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Agreement may be processed under the terms thereof through arbitration.

**ARTICLE THIRTEEN (13) - CONTRACT MAINTENANCE**

- A. **SAVINGS CLAUSE.** If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.
- B. **ENTIRE AGREEMENT.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- C. **PROSCRIBED ACTIVITY.** The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, or other concerted activity against individual members of the Board. The Board agrees that it will not lock out any employee during the term of this Agreement or during any period during which a successor agreement is being negotiated by the parties. The Board also agrees that it will not, during the period of this Agreement, engage in any unfair labor practice as defined in the Public Employment Relations Act and the Association agrees not to engage in a sympathy or unfair labor practice strike or concerted activity.
- D. **SPECIAL CONFERENCES.** The parties agree to have their authorized representatives meet at a mutually satisfactory time for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom.
1. Either party may request a meeting, when the need arises, by submitting a written agenda with a request for such meeting. Such requests may not be submitted more frequently than once a month.
  2. The representatives will strive to meet within one (1) week of receipt of the request by the other party.
  3. These meetings are not intended to bypass the Grievance Procedure.
- E. **EMERGENCY MANAGER NOTICE.** **An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this agreement as provided in such act.**
- F. **DURATION OF AGREEMENT.** This Agreement supersedes all prior agreements between the parties hereto and shall become effective as of the 1<sup>st</sup> Day of July, 2012 and shall remain in full force and effect until the 30th Day of June, 2015, and from year to year thereafter, unless either party hereto serves written notice upon the other on or before the 1<sup>st</sup> Day of April, 2012, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intent to terminate, revise or modify the terms and provisions hereof.

KALAMAZOO COUNTY EDUCATION ASSN.-  
VICKSBURG EDUCATION ASSOCIATION

BOARD OF EDUCATION

\_\_\_\_\_  
Mike Goerge, Chief Negotiator

\_\_\_\_\_  
Charles Glaes, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PREAMBLE FOR APPENDICES A & C**  
**SALARY SCHEDULES AND HEALTH INSURANCE SUBSIDIES**  
**2012-2015 School Year**

**For 2012-2013:**

- Schedule A as attached. In the event that the audited General Fund operating deficit for 2012-2013 is less than \$700,000, the following shall apply:
  - The first \$500,000 shall be retained by the Board for capital or other needs.
  - If the remaining General Fund deficit is less than \$200,000; 50% of the “excess” will be distributed to VCS employee groups on a pro rata basis. VEA would receive 68.75% inclusive of FICA and MPSERS of the amount to be distributed, paid as an off-schedule payment as a percentage of each staff member’s base pay, or as otherwise mutually agreed. Payment would occur after conclusion of the District’s audit, in the fall of 2013.
- The VEA agrees to adopt Western Michigan Health Insurance Pool (WMHIP) plans at subsidy levels indicated on the attached. During the fall 2012 open enrollment and subsequent years, if an employee selects the HSA Plan the employers’ HSA contribution will be prorated through December 31 and deposited into the individual’s HSA account. Upon completion of the January 1, 2013 special enrollment and in subsequent years, the District will deposit nine months of the employer’s annual HSA contribution into the individual’s HSA account. In the event an employee terminates employment prior to the end of the school year, any employer HSA contributions received but not earned for that year will be deducted from his/her final pay check.
- Insurance 2013-2014 and 2014-2015. The District will contribute the first 5% of any WMHIP insurance increase. The employee will contribute the next 5%. Any increase over 10% will be split equally between the parties, subject to compliance with mandated caps on employer contributions, initially set at \$5,500 (single), \$11,000 (self and spouse), \$15,000 (full family) and adjusted annually by the medical care component of the United States Consumer Prix Index, in accordance with PA152. Any insurance premium decrease will be split equally between the parties.
- Cash in lieu will be increased by \$50/month, to \$325/month.
- Each teacher shall receive a \$50.00 signing bonus for ratification by September 4, 2012.
- For 2013-2014 and 2014-2015: The economic and insurance provisions of this agreement shall be reopened for negotiations in the second and third years.

**LONGEVITY:** Employees having completed fifteen or more years of continuous service with the Vicksburg Community Schools as of the first day of the contractual year, shall qualify for longevity payments as reflected in Schedule A, at steps 16, 21, and 26. Longevity payments will be prorated in each employee’s biweekly paychecks.

**APPENDIX A****SALARY SCHEDULE****A. DEFINITIONS FOR INITIAL PLACEMENT ON SALARY SCHEDULES.**

Placement is determined by degree held and earned credit hours in addition to BA or MA at time of hire. Credit hours will be accepted in accordance with current federal and state requirements and which are relevant to the teaching assignment.

1. **B.A. Schedule:** Shall apply to all teachers or non-instructional personnel meeting the following conditions:
  - a. Possess a Baccalaureate Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
  - c. This schedule shall also apply to those possessing a BA/BS degree for vocational education.
2. **B.A. +20 Schedule:** Shall apply to all teachers meeting the following conditions:
  - a. Complete at least twenty (20) semester credit hours in addition to a Baccalaureate Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
3. **M.A. Schedule:** M.A. Schedule shall apply to all teachers meeting the following conditions:
  - a. Complete a Master's Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
4. **M.A. +15 schedule:** Shall apply to all teachers meeting the following conditions:
  - a. Complete at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.

**B. PROCEDURES AND CONDITIONS FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE:**

1. Courses/credits for advancement on the salary schedule shall be submitted to the Superintendent for preapproval on the credit approval form prior to the initiation of coursework or be part of a District pre-approved planned university program.

2. All credits must be at a level at least commensurate with the degree presently held by the employee and be directly related to the District's school curriculum or be directly related to a District-approved program of study.
3. All completed courses/credits must be submitted to the Superintendent on an official transcript of credits, grade slip, or instructor's letter from an accredited college or university prior to receiving credit reimbursement and/or horizontal advancement on the salary schedule. Audited courses shall not apply.
4. To advance to the M.A. +15, completion of the Vicksburg Community Schools Professional Development Program consisting of Instructional Skills, Cooperative Learning, and Advanced Instructional Skills is also required.
5. For changes to take effect at the beginning of a new school year, notify Human Resources by June 1 of the previous school year that the requirements for horizontal advancement will be completed before the first day of the new school year.
6. For changes to take effect at the beginning of the second semester in a school year, notify Human Resources by September 1 of the same school year that the requirements for horizontal advancement will be completed before the first day of the second semester.

C. **GRANDFATHER PROVISIONS**

1. All teachers qualifying for placement on the MA+15 schedule per the 1997-2001 contract requirements prior to January 1, 2002 shall be placed and remain on this schedule as long as they remain continuously employed by the Vicksburg Community Schools.
2. Teachers who complete the requirements for moving to the MA+15 schedule under the 1997-2001 contract after January 1, 2002 but prior to the start of the 2002-03 school year may qualify for the MA+15 schedule without completing the Vicksburg Community Schools Professional Development Program as defined above as long as they complete at least one of the three required programs prior to the 2002-03 school year and complete all three within the following two years.



VICKSBURG COMMUNITY SCHOOLS  
Vicksburg Education Association  
SCHEDULE A

<b>BA</b>		<b>BA+20</b>	
<b>2012-2013</b>		<b>2012-2013</b>	
1	\$ 32,629	1	\$ 33,282
2	34,097	2	34,913
3	35,567	3	36,545
4	37,033	4	38,175
5	38,502	5	39,807
6	39,970	6	41,439
7	41,439	7	43,070
		8	44,864
		9	46,659
		10	48,453
		11	50,248
		12	52,042
		13	53,265
		14	54,516
		16	55,798
		21	57,109
		26	58,451

  

<b>MA</b>		<b>MA+15</b>	
<b>2012-2013</b>		<b>2012-2013</b>	
1	\$ 34,586	1	\$ 35,239
2	36,380	2	37,197
3	38,175	3	39,155
4	39,970	4	41,113
5	41,766	5	43,070
6	43,724	6	45,028
7	45,680	7	46,985
8	47,735	8	49,105
9	49,792	9	51,227
10	52,108	10	53,674
11	54,424	11	56,120
12	57,035	12	58,895
13	59,645	13	61,669
14	61,047	14	63,118
15	62,481	15	64,601
16	63,950	16	66,120
21	65,452	21	67,673
26	66,991	26	69,264

**APPENDIX B****EXTRA DUTY POSITIONS**

Current employees shall be considered first for the Extra Assignments before new employees are hired for said position.

The Board of Education reserves the right to cancel any of the additional service programs set forth in Appendix B and to determine those persons who will function in said position.

Employees hired after the effective date of this Agreement shall not be paid less than the base rate for any of the additional service programs set forth in Appendix B.

Teachers employed for middle and high school vocal and instrumental music and agriscience are required to accept extra duty assignments as designated. Elementary vocal music teachers may choose to receive the stipend by performing the duties of an upper and lower elementary program and a choir.

NOTE: Extra duty salaries for both athletic and non-athletic positions shall be paid in one lump sum at the end of the season, activity or school year. Teachers electing to have their extra duty prorated must notify the Human Resources Office in writing by September 15. Prorated pay will appear in biweekly paychecks starting with the first pay period in October. (Non teaching staff coaches shall receive their pay in a lump sum payment at the end of the sport season.)

**APPENDIX B**  
**SALARY SCHEDULE FOR ATHLETIC EXTRA DUTY POSITIONS**  
**2012-13**

POSITION	YEARS OF ACTIVITY EXPERIENCE			
	0	1	2	3
HEAD HS BASKETBALL	\$ 4,540	\$ 5,134	\$ 5,391	\$ 5,661
HEAD HS FOOTBALL				
HEAD HS VOLLEYBALL				
HEAD HS WRESTLING				
MS ATHLETIC COORDINATOR				
HEAD HS BASEBALL	\$ 3,145	\$ 3,930	\$ 4,128	\$ 4,332
HEAD HS COMPETITIVE CHEERLEADING				
HEAD HS CROSS COUNTRY				
HEAD HS GOLF				
HEAD HS SOCCER				
HEAD HS SOFTBALL				
HEAD HS TENNIS				
HEAD HS TRACK				
JV HS BASEBALL	\$ 2,443	\$ 2,847	\$ 3,060	\$ 3,287
JV HS BASKETBALL				
FRESHMEN BASKETBALL				
JV HS COMPETITIVE CHEERLEADING				
FRESHMEN COMPETITIVE CHEERLEADING				
VAR SIDELINE CHEERLEADING				
ASST. HS CROSS COUNTRY				
ASST. HS FOOTBALL				
JV FOOTBALL				
FRESHMEN FOOTBALL				
JV HS SOCCER				
JV HS SOFTBALL				
JV HS TENNIS				
ASST. HS TRACK				
JV HS VOLLEYBALL				
FRESHMEN VOLLEYBALL				
ASST. HS WRESTLING				
INTRAMURAL COORDINATOR				
7TH/8TH GRADE BASKETBALL	\$ 1,766	\$ 1,884	\$ 2,111	\$ 2,341
FRESHMEN/JV SIDELINE CHEERLEADING				
MS CROSS COUNTRY				
MS TRACK				
7TH/8TH GRADE VOLLEYBALL				
MS WRESTLING				
ASSISTANT VARSITY BASKETBALL	\$ 558	\$ 558	\$ 558	\$ 558
MS/HS MEET MANAGER	\$51 per event			

-If the above title denotes more than one coaching position in the same sport and there is a difference in the length of seasons, the salary for the shorted season will be prorated weekly against the longer season.

-Current employees shall be considered first for the above positions before new employees are hired for said positions.

-The coach shall have the option of having their salary prorated in their bi-weekly paycheck, or receiving the coaching pay at the end of the sport season.

**APPENDIX B**  
**SALARY SCHEDULE FOR EXTRA ASSIGNMENTS**  
**2012-2013**

POSITION	YEARS OF ACTIVITY EXPERIENCE			
	0	1	2	3
HS BAND DIRECTOR	\$ 4,183	\$ 4,540	\$ 4,774	\$ 5,001
HS VOCAL	\$ 3,139	\$ 3,457	\$ 3,771	\$ 4,078
HS BOOKSTORE	\$ 2,443	\$ 2,530	\$ 2,620	\$ 2,704
MS BAND DIRECTOR	\$ 2,094	\$ 2,304	\$ 2,513	\$ 2,719
HS MUSICAL				
MS VOCAL				
DRAMATICS COACH (When not part of class)	\$ 2,008	\$ 2,094	\$ 2,179	\$ 2,265
DEBATE/FORENSICS COACH (When not part of class)				
HS STUDENT COUNCIL ADVISOR				
HS YEARBOOK ADVISOR				
NHS ADVISOR				
FFA/VICA/BPA ADVISOR	\$ 1,986	\$ 2,185	\$ 2,382	\$ 2,577
MS STUDENT COUNCIL ADVISOR	\$ 1,505	\$ 1,570	\$ 1,636	\$ 1,700
HS NATIONAL ART HONOR SOCIETY				
<b>HS ROBOTICS COACH</b>				
ELEM STUDENT COUNCIL ADVISOR	\$ 955	\$ 1,045	\$ 1,130	\$ 1,212
ELEM VOCAL MUSIC (1/bldg)				
FFA ADVISOR				
MS YEARBOOK ADVISOR				
DISTRICT CISM SPECIALIST				
ELEMENTARY YEARBOOK ADVISOR	\$ 478	\$ 520	\$ 564	\$ 606
MS MATH COUNTS				
MS HOMEWORK CLUB COORDINATOR				
MS FOREIGN LANGUAGE CLUB				
MS ASAP - ART CLUB				
<b>MS ROBOTICS COACH</b>				
<b>MS/HS MODEL UNITED NATIONS</b>		\$ 478		
<b>MS &amp; HS SKI CLUB ADVISOR</b>				
STUDENT PUBLICATION (When not part of class)	\$ 153	\$ 179	\$ 192	\$ 205
ELEM DRAMA OR ART CLUB (1/bldg)				
FRESHMAN CLASS ADVISOR (2 MAXIMUM)		\$ 306		
SOPHOMORE CLASS ADVISOR (2 MAXIMUM)		\$ 331		

POSITION	YEARS OF ACTIVITY EXPERIENCE			
	0	1	2	3
JUNIOR CLASS ADVISOR (2 MAXIMUM)		\$ 611		
SENIOR CLASS ADVISOR (2 MAXIMUM)		\$ 662		
SCHOOL IMPROVEMENT CHAIR		\$ 1,000		
DEPT/CURR. CHAIR/LITERACY COORDINATOR		\$ 1,000		
HS TESTING COORDINATOR		\$ 1,000		
DEPT/CURR. SECRETARIES		\$ 85		
		*AS PER BOARD APPROVED MENTOR PROGRAM		
NEW TEACHER MENTORS				

The teacher shall have the option of having their salary prorated in their bi-weekly paycheck, or receiving the pay at the end of the school year.

**APPENDIX C**  
**INSURANCE BENEFITS**

**A. HEALTH INSURANCE.**

- (1) Health Insurance. Upon acceptance of written application, the Board agrees to pay a portion of the insurance premium (as designated by the Board and Association per the “Preamble for Appendices A & C”) toward the mutually agreed coverages through the Western Michigan Health Insurance Pool (or toward coverage through a different carrier, as may be mutually agreed) as elected by each employee for the duration of the contract. The board will not pay for employee, spouse and/or dependent benefits which duplicate benefits to which such employee spouse and/or dependent is entitled under any other group insurance plan. Employees shall be required to certify in writing that they are eligible for the coverage they have elected. If at any time it is discovered by the Administration that the coverage is at variance with that which has been certified as above provided, the employee shall be required to reimburse the Board for all payments made by it on the employee’s behalf since the date upon which the variance started. Employees must elect this option annually during the open enrollment period. Health insurance coverage is subject to the terms and conditions of the group policy. Part-time employees receive prorated coverage, subject to the terms and conditions of the group policy.

Coverage:

Eligibility:

- |                                |  |
|--------------------------------|--|
| a. Member                      | Employee who chooses to cover self only  |
| b. Member and Spouse elsewhere | Employee and spouse when not covered elsewhere                                       |
| c. Member and Child            | Employee and dependent when dependent is not covered elsewhere                       |
| d. Full Family                 | Employees spouse and dependents when spouse and dependents are not covered elsewhere |

Health Options. Employees who are not eligible for health insurance may choose health options. Upon acceptance of written application, the Board agrees to pay the insurance health options premiums (up to an amount as designated by the Association each year as provided by the Contract) for Self Life Insurance, Dependent Life Insurance, Short-Term Disability, and/or Hospital Supplement, provided by the MESSA or other mutually agreed upon carrier for the duration of the contract. Employees must elect options annually during the open enrollment period. Full-time employees will receive \$325 per month which may be applied to health options as designated by the Association each year through the Total Compensation Formula. Part-time employees receive a prorated amount for health options, subject to the terms and conditions of the group policy.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members whose employment is terminated during the term of this Agreement, Paragraph A of Appendix C of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payments during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed professional staff members whose employment is terminated during the term of this Agreement and have fulfilled their contractual obligation shall have their insurance benefits continued until September 1 in the year of termination.

- (3) Cash Option. Employees who are not eligible for health insurance and who do not elect health options may elect to receive cash (through a qualified IRS Section 125C Salary Reduction Plan). The amount of the cash option is determined per the “Preamble for Appendices A & C”. Employees must elect this option annually during the open enrollment period. Part-time employees receive a prorated cash option amount.
- B. **DENTAL INSURANCE.** Beginning September 1, 1990, the Board agrees to provide a “self-insured” Dental Program administered according to guidelines existing as of June 30, 2012. The plan shall pay to the provider of dental service at 80/80/80 during the life of this Agreement as outlined in the brochure of Vicksburg Community Schools Dental Self-Insured Plan for VEA. The administration shall have a dated copy of the brochure available each year.
- (1) Class I Benefits - 80% of the charge to a maximum of \$1,000 per person total per contract year for basic dental services.
- (2) Class II Benefits - 80% of the charge to a maximum of \$1,000 per person total per contract year for prosthodontic dental services.
- (3) Class III Benefits - 80% of the charge to a maximum of \$1,000 per person total lifetime maximum. This shall be for dependent children only, nineteen years of age or under.
- C. **VISION INSURANCE.** The Board agrees to contribute 100% of the premium of MESSA VSP 3 (vision insurance) for all employees and their eligible dependents. Beginning September 1 of each year of this Agreement, the same program may become a “self-funded” program administered by the Board and providing the same coverage and benefits as provided by the VSP 3 program.
- D. **SALARY REDUCTION PLAN.** The Board will establish an IRS Section 125C Salary Reduction Plan or Health Savings Account to afford VEA members the opportunity to pay qualified amounts for health insurance, premiums, co-pay and

deductibles, child care, etc., with pre-tax dollars, thus accruing net savings to employees for qualified out-of-pocket expenses.

- E. **INSURANCE COVERAGE PROVISIONS.** The medical insurance benefits provided herein begin when the employee has completed the necessary forms. Employees who resign or whose contracts are terminated during the school year will have insurance coverage through the end of the month the resignation or termination takes place. Board subsidy for employees on unpaid leave will be terminated unless superseded by law. Employees who have fulfilled the terms of this agreement and have fulfilled their contractual obligations shall have their insurance benefits continued until September 1 in the year of resignation or termination.
- F. **LONG TERM DISABILITY INSURANCE.** The Board will provide Long Term Disability Insurance Coverage to all VEA members, underwritten through Madison National Life Insurance Company, based on the following provisions:
- a. 66-2/3% Salary replacement (\$4,445 monthly benefit max)
  - b. 90-Day elimination period
  - c. No pre-existing condition exclusion
  - d. Sick leave required to be exhausted prior to commencement of Plan benefits
  - e. Embedded Employee Assistance Program



**VICKSBURG COMMUNITY SCHOOLS**  
**Health Insurance Subsidies and VEA Contributions**  
 2012-2013

WMHIP Select 100/80 Plan  
 \$250/\$500 Ded, \$5 OV, \$5/\$30 RX

	Monthly Total		Employer Subsidy		Employee Contribution		Employee Annual		Employee %	
	Total	Subsidy	Total	Subsidy	Total	Contribution	Annual	%	Total	%
Single	\$475.07	\$405.00	\$73.07		\$876.84		\$15.00	15.3%		
2-Person	\$1,075.66	\$910.00	\$165.66		\$1,987.92		\$48.36	15.4%		
Full Family	\$1,338.58	\$1,125.00	\$213.58		\$2,562.96		\$149.64	16.0%		

WMHIP Versatile 90/70 Plan  
 \$250/\$500 Ded, \$20 OV, \$10/\$40 RX

	Monthly Total		Employer Subsidy		Employee Contribution		Employee Annual		Employee %	
	Total	Subsidy	Total	Subsidy	Total	Contribution	Annual	%	Total	%
Single	\$406.25	\$405.00	\$1.25		\$15.00		\$15.00	0.3%		
2-Person	\$914.03	\$910.00	\$4.03		\$48.36		\$48.36	0.4%		
Full Family	\$1,137.47	\$1,125.00	\$12.47		\$149.64		\$149.64	1.1%		

Note: Max out-of-pocket: \$1,000/\$2,000

WMHIP HSA 100/80 Plan  
 \$1250/\$2500 Ded, \$0 OV, \$10/\$40 RX

	Monthly Total		Employer Subsidy		Employee Contribution		Employee %		Annual Employer HSA Contribution	
	Total	Subsidy	Total	Subsidy	Total	Contribution	%	Total	HSA Contribution	
Single	\$377.01	\$405.00	\$0.00		\$0.00		0%	\$335.88		
2-Person	\$848.24	\$910.00	\$0.00		\$0.00		0%	\$741.12		
Full Family	\$1,055.59	\$1,125.00	\$0.00		\$0.00		0%	\$892.92		

	Max out-of-pocket		Single		2-Person		Family	
	WMHIP Select	WMHIP HSA	WMHIP Select	WMHIP HSA	WMHIP Select	WMHIP HSA	WMHIP Select	WMHIP HSA
Single	\$1,126.84	\$914.12	\$1,126.84	\$914.12	\$2,487.92	\$1,758.88	\$3,062.96	\$1,667.08
2-Person	\$2,562.96	\$2,562.96	\$2,562.96	\$2,562.96	\$5,125.92	\$3,517.76	\$6,125.92	\$3,517.76
Full Family	\$3,062.96	\$3,062.96	\$3,062.96	\$3,062.96	\$6,125.92	\$4,276.64	\$9,188.88	\$4,276.64

Release note: These max out-of-pocket numbers represent premiums plus deductibles only. For the Versatile plan, the numbers could be substantially less.

**APPENDIX D**  
**ADDITIONAL ECONOMIC BENEFITS**

- A. **RETIREMENT INCENTIVE PROGRAM.** To qualify for a retirement incentive plan, an employee must be eligible to retire under the Public School Employees Retirement System and have accrued thirty (30) years of MPSERS service credit, with no fewer than twenty (20) years actual employment has been completed with the Vicksburg Community Schools. Notice of intent to retire must be made to the Board of Education by April 1.

Employees who retire as of June 30 shall receive a lump sum payment of \$10,000 before September 1 following their last day of work, or at their election the following January 1. This Retirement Incentive Plan shall be offered until the date legislation is signed into state law, which would impose any kind of financial penalty to districts with retirement incentive programs. In the event this occurs, members who have already retired under the District Retirement Incentive Program will continue to receive the full benefit for which they qualify under Appendix D.

Employees, who participate in the retirement incentive program, may elect to continue to receive hospitalization insurance through the School District until age 65 and shall pay the cost of the insurance by one of the following methods:

1. Employees may authorize the business office to deduct from the year-end retirement payments the cost of the insurance premiums for that year.
2. Teachers providing substitute teacher service to the District in the areas of their certification and qualifications may authorize the District to apply the substitute pay toward the cost of hospitalization insurance premiums. Substitute pay for teachers in the retirement program shall be at least the basic District substitute teacher rate for the current year.
3. In the event that employees elect to receive health insurance and do not qualify for a year-end retirement payment, or if there are insufficient substitute services, the employee will submit the monthly premium to the District as required by the insurance carrier.

Employees who elect to purchase health insurance, shall notify the school of same no later than the first day of each school year and shall declare which payment option will be selected for that year.

Employees, who participate in this retirement incentive plan, shall designate a beneficiary for the receipt of the lump sum payment and payment shall be made to such designated beneficiary in the event the teacher expires prior to the above mentioned schedule.

All participants in this plan must agree that they will never file for unemployment or Worker's Compensation benefits as a result of their employment status with the Vicksburg Community Schools.

Once an employee retires under the provisions of this plan, no subsequent negotiations may withdraw or reduce said benefits.

- B. **COMPENSATION UPON RETIREMENT.** Teachers retiring from teaching and who at that time are eligible for a Michigan Public School Employees Retirement Fund Pension and who have taught a total of fifteen (15) full years in the Vicksburg Community Schools shall receive terminal pay at the rate of fifteen dollars (\$15.00) per eight (8) hours for one-half (1/2) of their accumulated sick leave not to exceed three hundred eighty (380) hours.
- C. **SUMMER ACTIVITIES.** Employees with summer assignments which are in excess of the work year shall submit a schedule of their planned summer activities to their principal for approval. This schedule shall show major jobs and the approximate amount of time to be devoted to student supervision, group activities, annual conferences, adult education, program planning and other activities.
- D. **SCHOOL ACTIVITIES DURING VACATION PERIODS.** Any employee required to report for school activities during a normal vacation period which exceeds the number of days in the regular school year shall be compensated on an hourly rate, which rate shall be determined by dividing said employee's salary step by the number of days contracted ÷ 8 hours per day based on the salary schedule in effect at the time the work was performed. This does not include activities compensated in other parts of this Agreement.
- E. **CONFERENCE PERIOD ASSIGNMENTS.** Teachers using their normal conference period for an extra teaching assignment shall be compensated at the rate of twenty-five (\$25.00) dollars for each class period of extra teaching.
- F. **LUNCH AND RECESS SUPERVISION.** When an employee accepts either occasional or regular duty for recess or lunch supervision during the employee's duty free lunch or designated planning time, extra compensation will be allocated at the rate of \$15.00 per 30-minute period. Such duty will be voluntary (except in the case of an emergency) and will be treated as an extra duty contract in cases where an employee elects to perform the duty on a regular basis for the duration of a school year.
- G. **EXTENDED PERIOD ASSIGNMENTS.** Teachers contracted to teach a class during their normal conference period or for an early or late hour class other than as provided for in Article 5, Paragraph A of this Agreement shall be compensated with a prorated salary increase based on the portion of a full teaching assignment represented by the extra teaching period. The resulting prorated percentage will be applied to the teacher's regular salary for that year to determine the actual prorated amount.

- H. **TEAM TEACHER, DOUBLE LOAD.** Any team teacher teaching a double class load due to the absence of the co-teacher from school shall be paid twenty-five (\$25.00) dollars extra per class period. The following provisions apply:
- (1) If an extended absence is contemplated, every effort will be made to find a substitute.
  - (2) If a large group presentation (using the remaining teacher) has been planned, it would not be considered a double load.
- I. **SUMMER SCHOOL.** Assignments for instruction in academic subjects in summer school programs shall be made by the Board on the basis of preference to certified teachers regularly employed in the District during that normal school year. Teachers shall be compensated for teaching in any such program as follows:
- (1) Summer School – Twenty-five (\$25.00) dollars per classroom period of not to exceed one and one-half (1-1/2) hours.
  - (2) Employees’ teaching time schedule for any such program shall be determined by the Administration.
  - (3) There will be no sick leave allowance for summer school programs.
  - (4) Any federal programs that are not part of the regular school program shall not be covered by this Agreement.
- J. **LEAD TEACHER.** In the event the Administration deems it necessary to designate a teacher for the purpose of instructing other staff members in implementing an existing or a new learning program, which is outside the designated teacher’s normal duties and responsibilities, said teacher shall be paid ten (\$10.00) dollars per hour of actual instruction time in addition to the teacher’s regular salary. The Administration shall have the sole and exclusive right to designate who, when, and how many lead teachers it deems necessary at any given time and for any given program. Lead teachers shall be granted at least one (1) day per month of released time upon the teacher’s request and demonstrated necessity therefore to the School Administration. Teachers who have reasons justifiable to the Administration for not accepting a lead teacher assignment will not ordinarily be required to perform such duty. When such assignment becomes a requirement, the issue of said requirement shall be subject to the Grievance Procedure. The Board reserves unto itself the right to use personnel from outside the District for lead teacher position whenever it deems appropriate.
- K. **CREDIT REIMBURSEMENT.** Employees may request reimbursement at the rate of one hundred fifty (\$150.00) dollars per semester hour of employer-approved graduate credit successfully completed by the standards of a credit-granting college or university. Reimbursement at the rate of one hundred fifty (\$150.00) dollars per semester hour will be granted for employer-approved graduate level credits

successfully completed beyond the BA+20 schedule, not to exceed six (6) semester hours or \$900 per employee per fiscal year.

The graduate credit must be in the employee's major or minor field or in a program for an advanced degree, or other subject areas as approved by the employer. The graduate credit can only be taken from an institution approved by the Employer, and earned while an employee of the Employer. Summer credit reimbursement shall be contingent upon continued employment in the fall.

The employee must receive a mark of not less than a "B" or its equivalent.

- L. **ATTENDANCE INCENTIVE STIPEND.** Employees with the following attendance record at the end of the school year shall receive the following stipend:

- |                                   |       |
|-----------------------------------|-------|
| (1) Perfect Attendance            | \$500 |
| (2) Not more than one (1) absence | \$200 |

In addition to the above, employees with perfect attendance shall be eligible for a \$2,500 award of whose names shall be placed in a container, and one drawn in the afternoon on the last day of the school year in the VAB Board Room. Attendance at drawing is required.

The only acceptable absence shall be for an approved professional day or jury duty. All other chargeable absences will disqualify a person from the attendance incentive stipend.

- M. **CHAPERONE.** Employees who serve as chaperones for school events shall be compensated as follows:

- |   |             |
|---|-------------|
| (1) Athletic Event Bus Chaperone<br>event   | \$35.00 per |
| (2) School Activity for which a Chaperone<br>event is required and designated by the Administration | \$35.00 per |

**APPENDIX E****PAYDAYS**

- A. Employee salaries will be paid in twenty-six (26) bi-weekly installments.
- B. Employees may elect to be paid in twenty-two (22) pays. Written notice of election or revocation must be received by the Administration no later than August 1<sup>st</sup> of the year the employee elects. Such election shall not be revocable for that year.
- C. Checks will be dated consistent with the payroll calendar found in appendix E.
- D. Occasionally, approximately every eleven (11) years, there are nine (9) Fridays between pay #22 and pay #1 of the following school year. In order to maintain twenty-six (26) pays, the following adjustment will be made: pays #23, #24, #25, and #26 will each be delayed one (1) workday.

For example,

Pay #22 on Friday as usual

Pay #23 two weeks and one (1) workday later (paid on Monday)

Pay #24 two weeks and one (1) workday later (paid on Tuesday)

Pay # 25 two weeks and one (1) workday later (paid on Wednesday)

Pay #26 two weeks and one (1) workday later (paid on Thursday)

Pay #1 of the new school year paid two weeks and one (1) workday later (paid on Friday) then continuing on the regular bi-weekly installments.

- E. If the scheduled payday falls during the winter holiday or spring break, checks will be mailed to normally arrive by the scheduled payday.
- F. Employees paid on twenty-six (26) pays may, on an individual emergency basis, request their remaining paychecks in one (1) payment paid at the same time as the twenty-second (22<sup>nd</sup>) paycheck. The request must be submitted to the Administration in writing no later than June 1 and is subject to the approval of the Superintendent.

**APPENDIX E**  
**Payroll Calendars**

<b>Pay No.</b>	<b>2011-2012</b>	<b>Pay No.</b>	<b>2012-2013</b>	<b>Pay No.</b>	<b>2013-2014</b>	<b>Pay No.</b>	<b>2014-2015</b>
1	26-Aug-11	1	24-Aug-12	1	23-Aug-13	1	22-Aug-14
2	09-Sep-11	2	07-Sep-12	2	06-Sep-13	2	05-Sep-14
3	23-Sep-11	3	21-Sep-12	3	20-Sep-13	3	19-Sep-14
4	07-Oct-11	4	05-Oct-12	4	04-Oct-13	4	03-Oct-14
5	21-Oct-11	5	19-Oct-12	5	18-Oct-13	5	17-Oct-14
6	04-Nov-11	6	02-Nov-12	6	01-Nov-13	6	31-Oct-14
7	18-Nov-11	7	16-Nov-12	7	15-Nov-13	7	14-Nov-14
8	02-Dec-11	8	30-Nov-12	8	29-Nov-13	8	28-Nov-14
9	16-Dec-11	9	14-Dec-12	9	13-Dec-13	9	12-Dec-14
10	30-Dec-11	10	28-Dec-12	10	27-Dec-13	10	26-Dec-15
11	13-Jan-12	11	11-Jan-13	11	10-Jan-14	11	09-Jan-15
12	27-Jan-12	12	25-Jan-13	12	24-Jan-14	12	23-Jan-15
13	10-Feb-12	13	08-Feb-13	13	07-Feb-14	13	06-Feb-15
14	24-Feb-12	14	22-Feb-13	14	21-Feb-14	14	20-Feb-15
15	09-Mar-12	15	08-Mar-13	15	07-Mar-14	15	06-Mar-15
16	23-Mar-12	16	22-Mar-13	16	21-Mar-14	16	20-Mar-15
17	06-Apr-12	17	05-Apr-13	17	04-Apr-14	17	03-Apr-15
18	20-Apr-12	18	19-Apr-13	18	18-Apr-14	18	17-Apr-15
19	04-May-12	19	03-May-13	19	02-May-14	19	01-May-15
20	18-May-12	20	17-May-13	20	16-May-14	20	15-May-15
21	01-Jun-12	21	31-May-13	21	30-May-14	21	29-May-15
22	15-Jun-12	22	14-Jun-13	22	13-Jun-14	22	12-Jun-15
23	29-Jun-12	23	28-Jun-13	23	27-Jun-14	23	26-Jun-15
24	13-Jul-12	24	12-Jul-13	24	11-Jul-14	24	10-Jul-15
25	27-Jul-12	25	26-Jul-13	25	25-Jul-14	25	24-Jul-15
26	10-Aug-12	26	09-Aug-13	26	08-Aug-14	26	07-Aug-15

**APPENDIX F****CALENDAR PREAMBLE**

The calendar plan for the duration of this contract assumes a continuation of the current State mandate for a minimum 1,098 scheduled instruction hours delivered. The calendar plan for 2012-2013 and subsequent years are attached. The calendar has been developed based on the current Kalamazoo County More Common Calendar and the following local parameters:

**Student Contact Days and Hours**

A. Starting date for students based on the Kalamazoo County More Common Calendar.

B. 178 scheduled student days, with a daily student schedule as follows:

Elementary - 8:55 a.m. to 3:35 p.m. with a 20 minute lunch and a 30 minute teacher supervised student recess. The determination as to whether the recess is or is not adjacent to the lunch period will be made by the staff at each building.

Secondary – 7:40 a.m. to 2:35 p.m. with a 30 minute student lunch.

C. Total annual scheduled clock hours of instruction as follows:

**2012-2013**

Elementary – 1096.000

171 full days @ 6.25 hrs – 1068.750

5 late start days @ 4.250 = 21.250

2 half days @ 3.00 = 6.000

Middle School – 1097.450

171 full days @ 6.25 hrs – 1068.750

5 early release days @ 4.433 hrs – 22.167

2 half days @ 3.267 hrs = 6.534

High School – 1091.184

166 full days @ 6.30 = 1045.800

5 early release days @ 4.433 = 22.165

7 half days @ 3.317 = 23.219 (2 half days at the end of each semester for exams and 2 half days for MME, 1 half day at end of 1<sup>st</sup> semester for records)

**Teacher Work Days**

A. Two preservice professional development days, followed by one half teacher workday prior to the Friday before Labor Day.

B. 12 hours of PD sessions (which represents two work days) as arranged by the building school improvement team and based upon the building and district school



- improvement plan, approved by the building principal, and scheduled outside of normal work hours/days.
- C. At the end of each of the first and third marking periods, one full day (coinciding with the Kalamazoo County More Common Calendar) without students as follows:
- ½ day for professional development
  - ½ day to do records/report cards
- D. Twelve hours of evening PT conferences per year to be scheduled by each individual building with input from participating staff.
- E. One half day at the end of the first semester (coinciding with the Kalamazoo County More Common Calendar), without students for teacher records/report cards.
- F. At the end of the fourth marking period, one half day without students for records/report cards (last day). This half day would also be one of two High School student exam days.
- G. Five 2 hour late start (secondary) or early release (elementary) days for the purpose of curriculum, assessment, instruction, and school improvement work. In each of the five -early release/late arrival days, one of the hours will count as the Article 5E Staff Meetings hour for that month.

#### Teacher Non-Work Days

- A. The Friday before Labor Day
- B. Two teacher comp days for 12 hours of evening PT conferences one to be scheduled after the final day of student attendance in June.
- C. Holiday Break and Spring Break as per the Kalamazoo County More Common Calendar.

Scheduled day and clock hour provisions in this proposal shall be altered as needed to meet any increases to State requirements during the life of this contract.

Any staff who would like to propose alternative Professional Development activities in lieu of the scheduled PD must do so in writing using the Professional Development Proposal form four (4) weeks prior to scheduled PD. Plan must meet all State mandated PD requirements and be approved by the administration.

In the event that the State of Michigan mandates additional days of student instruction beyond 178, the status quo calendar upon expiration of the agreement shall include 179 student and 188.5 teacher work days without additional compensation.

**DRAFT**

**VICKSBURG COMMUNITY SCHOOLS  
2012-2013 VEA/STUDENT SCHOOL YEAR CALENDAR**

**TA'd 8/22/12  
Still needs  
ratification.**

Student Days = 178 Teacher Days = 186.5 (\*)  
\*(Includes 12 Hours of Conference Time and 2 School Improvement Plan PD equivalents)  
(with 5 two-hour LS/ER days, with secondary LS, elementary ER)

**JULY, 2012**

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**AUGUST, 2012**

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**SEPTEMBER, 2012**

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

4 School Starts

**OCTOBER, 2012**

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

8 LS/ER

**NOVEMBER, 2012**

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1 End of 1<sup>st</sup> MP  
2 No Students - TRPD  
12 LS/ER  
22-23 Thanksgiving Break

**DECEMBER, 2012**

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

24-31 Winter Break

**JANUARY, 2013**

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

1-4 Winter Break  
7 School Resumes  
23,24 HS Exams  
25 End of 2<sup>nd</sup> MP, ½ Day Students  
½ Day Records  
28 1<sup>st</sup> Day 2<sup>nd</sup> Semester

**FEBRUARY, 2013**

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	

11 LS/ER

**MARCH, 2013**

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

5-7 MME  
11 LS/ER  
19-21 MME Make-Up  
27 End of 3<sup>rd</sup> MP  
28 No Students, TR/PD  
29 No School, Conf Comp Day

**APRIL, 2013**

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1-5 Spring Break  
8 School Resumes

**MAY, 2013**

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

13 LS/ER  
27 Memorial Day

**JUNE, 2013**

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

6-7 HS Exams  
7 Last half day students, pm - TR

2012-2015 VEA Contract (2) Accepted

1<sup>st</sup> Semester 92 days  
1<sup>st</sup> Semester 86 days

1<sup>st</sup> M.P. 43  
2<sup>nd</sup> M.P. 48  
3<sup>rd</sup> M.P. 43  
4<sup>th</sup> M.P. 44  
178