

CONTRACT

FOR

2011-2013

BETWEEN THE

VAN BUREN INTERMEDIATE SCHOOL DISTRICT BOARD OF
EDUCATION

AND THE

VAN BUREN COUNTY EDUCATION ASSOCIATION/
VAN BUREN INTERMEDIATE EDUCATION ASSOCIATION

MEA-NEA

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ARTICLE I

PREAMBLE

This agreement was entered into on **September 1, 2011** by and between the Intermediate Board of Education of Van Buren County, Lawrence, Michigan, hereinafter called the "Board" and the Van Buren County Education Association/Van Buren Intermediate Education Association, MEA-NEA, hereinafter called the "Association". Personnel represented by the Association shall hereinafter be referred to as "Professional Staff Members" (PSM).

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for the following personnel:

Included:

All (full time and regularly scheduled part-time) certified professional staff, vocational certified professional staff, adult education instructors, bilingual teachers, counselors, teachers of the cognitively impaired, consultants for the visually impaired, consultants for special education, consultants for hearing impaired, coordinators of gifted/talented programs, curriculum resource consultants, instructional managers, migrant teachers, nurses, occupational therapists, physical therapists, placement coordinators, preschool teachers, psychologists, professional development specialists, social workers, school nurses, speech and language teachers, special need coordinators, teachers of the autistic impaired, teachers of the homebound, teachers of the emotionally impaired, teachers of the severely multiply impaired, Title VII curriculum coordinators, adaptive physical education teachers, work study coordinator and non-supervisory positions in summer school programs, noncertified staff in PSM positions, as allowed by the State Department of Education, excluding summer Migrant Programs.

And Excluding:

Superintendent, assistant superintendent, directors, assistant directors, supervisors, administrative assistant, administrators, principals, assistant principals, coordinator of planning, monitoring and data collection, accountant, computer programmer, substitute teachers, all summer migrant program positions, clericals, custodians, maintenance employees, teacher aides, bus drivers and aides and all other employees.

Prior to the addition of any new staff position, not covered in the preceding two paragraphs, the issue of inclusion/exclusion will be addressed with the Association.

ARTICLE III

MANAGEMENT RIGHTS

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

- a. To the Executive management and administrative control of the school system and its properties and facilities and to determine the duties, responsibilities and assignments of its professional employees.
- b. To hire employees and subject to the provision of law, to determine their qualifications, and the condition for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees.
- c. To establish courses of instruction, including special programs, all as deemed necessary or advisable by the Board.
- d. To decide the means and methods of instruction, the selection of textbooks and other teaching materials after consulting with the PSMs involved.

ARTICLE IV

ASSOCIATION RIGHTS

The local Association shall be entitled to use school equipment and facilities at times when such equipment or facilities are not in use. The local Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

ARTICLE V

ASSOCIATION DUES AND ASSOCIATION SECURITY

- A. Any PSM who is a member of the Association, or who has applied for membership may sign and deliver to the Association, with a copy to be forwarded to the Board, an assignment authorizing deduction of Association dues.

The amount of the authorization shall be submitted by the Association to the Board at the beginning of the school year and shall not be changed during the School year.

Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-twentieth (1/20) of such deductions from the regular salary checks of the PSM during the period they are working, beginning September and ending in June.

B. ASSOCIATION SECURITY

1. Any PSM who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the first day of active employment shall, as a condition of employment, pay a Service Fee to the Association in an amount determined by the Association, provided, however, that the PSM may authorize payroll deduction for such fee in the same manner as provided in the preceding section. In the event that a PSM shall not pay such Service Fee directly to the Association or authorize payment through payroll deduction, as provided in the preceding section, the Board shall, at the request of the Association, terminate the employment of such PSM at the end of the school year. The parties expressly recognize that the failure of any PSM to comply with the provisions of this Article is just and reasonable cause for discharge from employment.
2. The Association in all cases of discharge for violation of this Article shall notify the teacher of non-compliance by certified mail, return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event compliance is not effected.

3. SAVE HARMLESS

It is specifically understood the only responsibility the District assumes is to deduct the dues and service fees in the amount specified by the Association and to forward such dues according to the terms of this Agreement. The Association agrees to accept full liability financially and legally for any charges which may be filed, fees, penalties, punitive damages, costs and/or back pay liabilities arising out of the district's actions or inactions involving dues and service fees, or implementation of this Article.

The Association agrees to save the Board harmless for any and all costs, including witness and fees, attorney fees, back pay awards, punitive damages, or any other cost of prosecution or defense or any liability resulting from the prosecution or defense of any action or inaction, claimed or otherwise, to which the Board of Education may be liable by virtue of the provisions of this Article.

It is specifically agreed that payment for the above specified reasons shall be made directly from the Association to the party and, at no time, shall the Board pay out any monies for any reason associated with the provisions of this Article.

ARTICLE VI

PROFESSIONAL STAFF MEMBERS RIGHTS

A. EQUAL APPLICATIONS

The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, age, height, weight, marital status,

It is agreed by the Board and the Association that neither shall discriminate against any PSM because of race, color, religion, national origin, age, sex, weight, height, marital status, political belief, arrest record, or genetic information, handicapped condition or disability, or any other legally protected characteristics, or for exercising those protected rights as defined by law as an Association member, officer or authorized representative of said Association, nor shall they discriminate against any PSM because of his/her exercising rights specifically reserved to him/her under this agreement. It is understood and agreed that employees who believe they have been discriminated against under the term of the Agreement shall be limited to the statutorily established time period of one hundred eighty (180) days after the occurrence of the event giving rise to their claim in which to file a charge pursuant to said statutes.

B. COMPLAINTS AGAINST PSMs

Complaints of a serious nature shall be called to the PSMs attention. The Board and the Association recognize that minor complaints need not be brought to the PSMs attention unless these minor complaints accumulate to the point that the Board believes that they should be brought to the PSMs attention. In such cases, if the PSM has a weakness, they shall be given sufficient time to correct the weakness before the weakness becomes part of any document placed in the PSM's personnel file.

C. RIGHT TO MEET WITH ADMINISTRATION

The Administration agrees to meet with the Association from time to time to discuss matters, which are not proper subjects for the grievance procedure. The Association shall notify the Administration in writing of the topic to be discussed and further agrees no grievance shall be filed over any issue so discussed.

D. PERSONNEL FILE

1. PSMs shall, upon proper notification to the Superintendent or Director of Finance and Operations, be permitted to review the contents of their personnel files.
2. PSMs shall be given copies of all materials which are placed in their personnel files, except for credentials.
3. Any PSM who disagrees with the information contained in his/her personnel file may submit a written statement explaining the PSM's position. This statement shall not exceed five (5) 8 /12 X 11 sheets and shall be included whenever information is divulged to a third party.
4. When material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.

ARTICLE VII

WORKING CONDITIONS

A. FACILITIES

The Board recognizes that quality facilities, personal safety, good equipment and adequate space are essential to the operation of sound educational programs and will endeavor to provide same in the best interest of the children of Van Buren County.

If working conditions are deemed to be inadequate by PSMs, they shall report, in writing, to their department director the nature of said complaint. If working conditions are determined to be inadequate by the director, the director, after consultation with the Intermediate Superintendent, will make specific written recommendations to the Local Superintendent regarding the improvement of such conditions as he/she deems necessary for quality services.

B. OTHER DUTIES

The PSM shall not be required to assume lunch room, hall, playground, substitute teach, (except as outlined in section VIII D 4) and other extracurricular duties not related to their work assignment.

C.1 HOURS

The amount of hours a full time PSM shall be required to be at their place of assignment is a minimum of thirty-six and one-quarter (36.25) hours per week based on seven and one-quarter (7.25) hours per day as per past practice.

C.2 EXTRA CURRICULAR MEETINGS

Technology Center

It is recognized that all PSMs will be asked on occasion, to perform services beyond the normally accepted hours of the workday. The administration will hold these group public relations efforts to three. They will include open houses, awards ceremonies, advisory meetings, and orientations. In exchange for this time, all participating PSMs will be granted one (1) compensation day to be selected by a joint decision between the VBIEA and the administration. Consideration will be given to days on which six (6) or more Van Buren Intermediate School District LEA's have not scheduled students in attendance. In any year in which there are not enough days, the PSM will be allowed to leave the workplace one (1) hour early on those Fridays and Mondays following these events. Substitutions for the required three functions may be made upon administrative approval.

An additional in-service day, or the equivalent, will be granted during the school year using the same criteria established by the previous paragraph. It is recognized that time schedules of the constituent districts may deny the usage of this provision. The date(s) and amount of time will be established by the Technology Center Administration.

Bert Goens Learning Center and Behavioral Education Center

Will follow past practice regarding parent conferences, open houses, etc.

D. FACULTY MEETINGS

Faculty meetings shall be scheduled and conducted in general as they have in the past, unless otherwise mutually agreed to between the Association and Board. Faculty members are expected to attend all meetings and remain for the entire period of each meeting unless excused by the PSM's immediate supervisor. Technology Center and Learning Center faculty meetings shall be limited to an average one (1) hour one (1) day per week.

E. SNOW DAY POLICY

1. Per State of Michigan law, the following shall apply:
 - a. Behavioral Education Center, Bert Goens Learning Center, Technology Center Staff, Community-based Transition Center. Have six (6) days or equivalent hours of pupil instruction which will not have to be made up should act of God conditions occur. Act of God days occurring during mandated summer programs will not be required to be made up if all legal requirements have been met. Make up days will be rescheduled at a mutually agreed upon time. However, the first and last day of employment will be reserved for staff inservice or student record activities. In addition, a non-student contact day will be assigned for staff development.
 - b. Itinerant Staff. Follow the snow day policy of the local school to which assigned on the snow date. Time lost in excess of that not required to be made up by law will be made up at the end of the school year or as mutually agreed to between the appropriate supervisor and the staff members. A non-student contact day will be assigned for staff development.
 - c. Special Conditions. Should a PSM request and attend a professional staff development activity which takes place during an act of God condition, the day will not have to be made up. Should a PSM request a sick day and/or personal day, credit for these days will be reinstated to the employee and the snow day

will be made up. PSMs attending staff development activities on act of God days will be offered sub-pay to work their regular assignment during make-up days.

2. a. A PSM will not be charged for an absence on an “Act of God” day when the absence is requested on a day-to-day basis or is a prearranged absence of three (3) days or less in length. In other circumstances, sick days or unpaid leaves of absence will be charged as requested whether or not school is cancelled or closed.
- b. Should a PSM make a professional decision that weather conditions are such that it is unsafe for them to travel to work, they may call the appropriate supervisor/staff and notify them of this decision. The PSM will be charged a sick day in this situation.

ARTICLE VIII

VACANCIES, PROMOTIONS AND ASSIGNMENTS

A. POSTING OF VACANCIES

When a professional staff vacancy occurs in the District (excluding the positions of Superintendent, Assistant Superintendent, and Director) notice of such vacancy shall be posted on the bulletin boards with a copy to the Local Association President. Vacancies shall be posted two (2) calendar weeks prior to the filling of the vacancy except in emergency situations. When an assignment becomes open within a specific discipline, any staff member that requests said assignment will be given the opportunity to discuss said assignment with the supervisor. The supervisor will notify all eligible PSMs of the opening.

B. An emergency situation shall exist when the vacancy occurs during the PSMs school year, or within three (3) weeks of the opening of school where the PSMs leaving has not provided at least thirty (30) days advance notice.

C. In no case shall a vacancy be filled in less than seven (7) calendar days from the date of the posting. The Board reserves the right to use a substitute until the vacancy is filled.

D. ASSIGNMENTS

1. The Board or their representative shall notify each PSM of his/her tentative assignment for the forthcoming year before June 1 of each year.

2. If assignment changes must be made, the Board, or their representatives, will explore possible options with PSMs involved before changes are finalized. Final changes shall be kept to a minimum.

3. FLEXIBLE ASSIGNMENTS

Where regular day school program enrollments do not justify full-time staffing assignments, and there exists an adult extended day and/or evening program component in the same field for which the PSM is appropriately state certified, a PSM may be assigned to fulfill both requirements. When such circumstances occur, the PSM would be given the option to elect a less than full-time assignment. Where PSMs are assigned a split day school and adult extended day and/or evening education assignment, they will:

- (1) be compensated for the adult education assignment at the same rate of pay as the regular day school assignment.
- (2) be assigned a combination of hours which is equal to a full-time contracted salaried position with all associated benefits, and
- (3) be given first rights to the regular full-time day school assignment should circumstances justify reassignment.

Full-time adult education assignments may occur when sufficient programming and enrollments warrant. These assignments may be a singular area of responsibility such as instruction, guidance and job placement or any combination thereof for which the PSM is appropriately state certified. When such assignments are made the PSM shall:

- (1) receive the same contracted rate as if it was a regular day school assignment with all associated benefits, and
- (2) work those hours which are scheduled for the delivery of adult education services.

In situations requiring staffing changes in programs which have multiple instructors assigned, the option to accept the proposed non-standard assignment shall be offered to the affected employees on a seniority basis with the most senior having first opportunity to select the assignment.

4. SUBSTITUTE ASSIGNMENTS

Regular day school vocational programs have traditionally experienced difficulty finding appropriately trained and certified substitutes to provide beneficial instruction to students. In order to provide a quality instructional experience to vocational students there exists a need for in-house PSMs to act in combination as part-time substitutes and part-time instructor/support services assignments.

Where regular day school program enrollments do not justify full-time staffing assignments, and there exists a combination part-time substituting and part-time instructor/support services assignment for which the PSM is qualified, the Board may offer the PSM a combination assignment with substituting being the daily priority. When such circumstances occur, the PSM would be given the option to elect a less than full time assignment. Where PSMs are assigned a combination substituting and day school assignment, they will:

- (1) be compensated at the same rate of pay as the regular day school assignment.
- (2) be assigned a combination which is not less than a full-time contracted, salaried position with all associated benefits, and
- (3) be given first rights to the regular full-time day school assignment should circumstances justify reassignment.

In situations requiring staffing changes in programs which have multiple instructors assigned, the option to accept the proposed non-standard assignment shall be offered to the affected employees on a seniority basis with the most senior having full opportunity to select the assignment.

ARTICLE IX

SICK LEAVE

- A. Sick leave as outlined below will be granted to each professional staff member. The absence must be necessary due to personal illness of the PSM, illness of the PSM's legal dependents or, serious illness of the employee's immediate family. Immediate family shall include present spouse, father, mother, mother-in-law, father-in-law, sisters, brothers, grandchildren and other relatives living in the immediate household. Serious illness is defined as life threatening or a condition requiring hospitalization under critical conditions.
- B. A maximum of 14 sick days will be earned by employees working full time (211 day) schedules. Employees working less than a full year schedule will earn sick days on a pro-rated basis. This will not apply to teachers employed in the Summer Migrant Program (see Letter of Understanding on file)
- C. Employees who meet the following requirements may use sick days earned in excess of 12 as personal/sick days. Personal days require 3 weeks notice to allow for provision of adequate coverage and may be used singly or in any combination throughout the contract year. Requirements are as follows:
 - Employee's regular contract must be in excess of 200 days.
 - Employee's assignment must require that days be spaced throughout the summer months (must be scheduled to work in June, July and August).

- D. Effective August 27, 1985 unused sick leave days shall be allowed to accumulate to 90. All PSMs having in excess of 90 sick days accrued will accrue further days only up to the total accrued as of August 26, 1985.
- E. A doctor's note may be required after three (3) consecutive days of absence. In case of disability, a doctor's note will be required for absence in excess of a total of ten (10) working days per each disability.
- F. A professional staff member who had been an employee of VBISD for a minimum of ten (10) years and who qualifies for retirement allowances from Michigan Public School's Retirement Fund and is an employee of the VBISD at the time of retirement will qualify for payment of unused sick leave at the rate of 55% of the amount of the current substitute pay for each unused day.
- G. PSMs working regular contracts which exceed 187 days will be allowed to utilize sick/business days at any time during their contract. PSMs on extended contracts in excess of 187 days and less than 211 days may only utilize sick days during the extended contract period equal to 150% of the days earned during the extended contract period.

ARTICLE X

LEAVES OF ABSENCE

- A. The Board may grant educational or other leaves without pay, requested by the PSMs. It is understood that when such a leave is granted, the PSM will be returned to full employment at the end of the leave, provided a vacancy exists. If a vacancy does not exist at that time, the PSM shall be assigned the first vacancy for which the PSM is certified. The Board may grant such leave with a guarantee of full employment upon return from such leave.

- B. **UNPAID LEAVES BEYOND SICK DAYS**

The Board may grant up to one (1) year of unpaid sick leave, upon request, for the PSMs who use all of their sick days. The leave may be extended by mutual agreement.

- C. **LEAVE BANK**

The leave bank will be established by each PSM giving one (1) sick day at the beginning of the 1990-91 school year. The sick leave bank will be replenished to 125 days at the beginning of each school year from the available "give back days" (days that would otherwise be lost due to the sick day accumulation limit). If there are not enough days available, each PSM will contribute one additional day to the bank. In

order for a PSM to use days from the leave bank, he or she must do the following: 1. Exhaust all available sick days. 2. Submit a written request stating the reason for consideration for use of the leave bank for medical, psychological, or other family crises. 3. Submit a letter from a substantiating doctor or other qualified medical professional. 4. The request should specify whether the PSM needs leave days and/or fringe benefit day's considerations. This request should be sent both to the business manager and current VBIEA president. Within five days or less from receiving the request, a committee consisting of two (2) PSMs appointed by the VBIEA and two (2) VBISD administrators will meet and determine by a majority vote whether the request will be granted, modified or denied.

There are two (2) benefits, which PSMs may request:

1. Fringe Benefit days (days for which the PSM is requesting continuation of fringe benefits and when salary is not being paid.) – a PSM may request up to 90 fringe benefit days.
2. A PSM may request up to the number of days needed to qualify for LTD if it is a PSM's medical problem. If not a PSM's medical problem they may request up to two (2) months leave.

The use of leave bank days may be allowed for the immediate family as defined in the Master Agreement.

The minimum number of days which may be requested from the leave bank by an individual for any specific occasion will be 15.

The VBIEA/VBCEA/MEA will hold the Van Buren Intermediate Board of Education harmless for any and all legal challenges to the leave bank as established.

ARTICLE XI

FUNERAL LEAVE

- A. Funeral leave shall be granted with pay for a PSM for a period not to exceed five (5) working days for each death to attend the funeral of the PSM's immediate family. Immediate family may include spouse, father, mother, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren and children. One working day shall be granted to PSMs to attend the funeral of each relative not included in immediate family.
- B. Other deaths – Each employee shall be granted one (1) working day per year to attend the funeral of any other person other than immediate family/relatives.

ARTICLE XII

BUSINESS LEAVE AND JURY DUTY

A. BUSINESS DAYS

Two days a year may be used without loss of pay by the PSMs for business purposes. Leave shall not be cumulative. A business day means an activity that requires the PSM's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. A written statement using the standardized form available at the VBISD office must be submitted in writing to the Superintendent, or his designee, at least one week in advance. In the event of an acute emergency, (which must be defined in general terms to the appropriate administrator) a shorter notice will be acceptable. A written statement of reason must accompany the application for approval if the business day is to be used at the start or end of a vacation/holiday period. Unused business days remaining at the end of the school year may be converted to Sick Days or retained as Business Days for the following year; limited to a maximum accumulation of four (4) Personal Business Days, at the discretion of the PSM. Requests to use accumulated Personal Business Days in excess of two (2) in any given year will require written justification.

When a personal business day is requested on the first day of deer hunting season (bow and arrow or guns) the administration may request a written statement of reason why the personal business day is being requested.

This agreement does not establish a precedent relative to future limitations on the request for/use of personal business days.

B. JURY DUTY

Required jury duty by the PSM will be excused; however, the Board of Education shall pay only the amount of salary that is equal to the difference between the regular PSM's salary and the salary for the jury service.

C. SUBPOENAED COURT APPEARANCE

PSMs required to make appearances in court on behalf of citizens, other than members of their families, will be excused and paid the difference between their regular pay and what they receive in subpoena fees, with the following stipulations:

1. The subpoena directing their court appearance must be presented to their supervisor with the request for time off as soon as possible after being served.
2. Subpoenas requiring court appearances for the purpose of serving as a character witness in civil disputes will not qualify under this Article.
3. Subpoenas requiring court appearance on matters relating to the Association will not qualify under this Article.

ARTICLE XIII

MATERNITY/PATERNITY LEAVE

- A. The Board shall grant to any PSM a leave of absence for the purpose of childbirth. Such leave shall commence when the PSM is no longer able to adequately perform the duties to which she is regularly assigned and shall last after the termination of the pregnancy until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly assigned.

- B. Maternity/Paternity leave shall not exceed one calendar year beyond termination of Pregnancy; the duration of leave to be agreed upon between the PSM and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The PSM shall be entitled to return any time during the period of leave upon the consent of the Board of Education. The PSM upon termination of leave shall be assigned to the same or similar position.

- C. A PSM adopting a child shall receive leave mutually agreed upon which shall commence upon the placement of the child in the adoptive parents home. Such leave shall be limited to a maximum of one year; the duration of leave to be agreed upon between the PSM and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The PSM shall be entitled to return anytime during the period of leave upon the consent of the Board of Education. The PSM, upon termination of leave, shall be assigned to the same or similar position.

ARTICLE XIV

SABBATICAL LEAVE

A. AUTHORIZATION

Sabbatical leaves for study and research may be granted to members of the PSM staff of the Van Buren Intermediate School District by the Board. Such sabbatical leaves shall be in recognition of significant service in education and for the purpose of encouraging scholarly achievement which contributes to the professional effectiveness of the members of the staff and the value of their subsequent service to the Van Buren Intermediate School District.

B. ELIGIBILITY AND QUALIFICATIONS

Any PSM employed by the district who meets the qualifications shall be eligible to apply for Sabbatical leave subject to the following conditions and requirements:

1. Applicant must hold a permanent, life, or continuing certificate.
2. Applicant must have (7) consecutive years experience of satisfactory service as a full time employee in the Van Buren Intermediate School District.
3. Sabbatical leave may be granted to not more than three (3) staff members in any one year with the provision that not more than one (1) such leave will be granted from each teaching level.
4. Sabbatical leave may be granted for one (1) full semester or one (1) full school year.
5. Subsequent sabbatical leaves may be granted to PSMs after an additional seven (7) consecutive years service following such previous leave.
6. Sabbatical leave once granted, may not be terminated before the date of expiration, except as otherwise agreed upon by the Superintendent, the Board of Education, and the applicant for sabbatical leave. Except, however, in cases of illness where the person is unable to continue with his program, the agreement is cancelled and payments to the individual on leave shall cease.
7. The decision of the Board in granting or denying sabbatical leave shall be final.
8. The applicant signs an agreement of return to service with the Van Buren Intermediate School District immediately on termination of his sabbatical leave and to continue service for a period of two (2) years with the District, or to refund within two (2) years, any compensation received from the Board while on leave, except when the Board shall waive such obligation.

C. APPLICATION

The following information shall be presented in the application:

1. For formal study – a program of study at an accredited college or university shall be outlined.
2. For research – a program of research under guidance of a competent research personnel shall be outlined.
3. Compensation – an explanation of the level of compensation necessary for the PSM to be able to make use of the sabbatical must be included.

D. APPLICATION REQUIREMENTS

1. Written application for sabbatical leave must be filed with the Superintendent not later than October 1 for a second semester leave; by April 14 for the first semester leave or full year leave.

2. A recommendation for approval for sabbatical leave will be made by a committee comprised of the following: one administrator and one staff person from applicant's department, one administrator and one staff person from another department, and the superintendent. Each committee member having one vote. A majority vote for approval is necessary for application to be considered by the Board for final approval.
3. The staff member shall be notified whether the application has been approved or denied by November 15 for a second semester leave or by June 1 for a first semester leave or a full year leave.

E. REQUIREMENTS AND STATUS WHILE ON SABBATICAL LEAVE

Financial Policies

1. Compensation for a staff member on sabbatical leave shall be 0 – 100 percent of the salary he would receive were he on active staff status. Payment of salary will be recommended by Sabbatical Committee and approved by the Board. Staff person will be entitled to full benefits for the duration of the sabbatical leave.
2. Payment of salary to a staff member on sabbatical leave shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff.
3. On returning from sabbatical leave, the employee shall be entitled to the automatic salary schedule increment as though he had been in continuous service in the school system.
4. The accumulative sick leave shall remain the same as it was at the time of the beginning of the sabbatical leave.

F. REPORTS REQUIRED

The Board shall require and the employee shall promptly furnish reports containing sufficient information to enable the Board to determine that the leave is utilized in the approved manner. In the event the Board shall find that the employee is not fulfilling the agreement, the entire sum paid to the employee shall become immediately due and all future payments shall cease.

Semester Leaves – One (1) report at the middle of each semester and one (1) report at the end of the semester.

Year Leaves – One (1) report at the middle of each semester and one (1) report at the end of each semester.

G. STATUS UPON RETURN

Upon completion of the leave, the employee shall be restored to his position or to a position of like nature, seniority, status, and pay.

H. RECOGNITION OF LONGEVITY

All other factors being equal, the person with the greatest longevity shall be granted the leave.

ARTICLE XV

CONFERENCES

- A. Attendance by professional staff members at conferences is subject to the approval of the administration.
- B. Requests for approval to attend national conferences should be submitted thirty-one (31) days in advance of such conferences.
- C. The Board will pay all reasonable expenses incurred in registration, food, lodging, parking and travel resulting from attendance at such conference up to a maximum which will be established with the administration prior to attendance.
- D. Time off allowance for national conferences is to be no more than five (5) school days and no more than one (1) national conference will be allowed per year for any one professional staff member.

ARTICLE XVI

EDUCATIONAL LEAVE

The Board may grant, upon a PSM's request, up to one (1) semester educational leave, without pay, for each eight (8) semester hours of credit that would be required for a PSM to remain certified because of new State requirements.

ARTICLE XVII

ASSOCIATION RELEASE DAYS

- A. Upon appropriate notification including approval by an association officer from the VBCEA/VBIEA, a total of up to nine (9) Association release days per contract year shall be granted for the purpose of a PSM participating in a bona fide Association business. No PSM will be allowed to use more than six (6) Association release days per year.
- B. If a substitute is required for a PSM to utilize a release day, under this Article, the Association shall remit to the Board an amount equal to the daily substitute rate of pay for each Association release day that is utilized.

ARTICLE XVIII

COMMITTEES

- A. **Special Committees**

Special Committees may be established by the Superintendent at the request of the administration or staff from time to time for the study and exploration of specific topics. Recommendations from these committees may be taken to the VBISD Board and VBIEA for approval.

- B. **Communications Committee**

A standing Communications Committee is recognized by the Administration and the VBIEA. The membership includes the Superintendent and VBIEA President. Others may be assigned by the Superintendent and VBIEA based on the issues addressed. Exploration of an issue by the committee does not preclude grievance of the issue if a mutually agreeable solution cannot be reached.

ARTICLE XIX

MILEAGE

Mileage reimbursement for personnel working for the VBISD will be based upon the following principles:

1. Base Mileage

Base mileage is miles traveled from home to first school or business and from last school or business to home, which is in excess of the miles traveled to and from the VBISD office.

Base mileage formula: Base mileage is calculated one way at the beginning of the day and at the end of the day, using the following formula:

Beginning of the day (home to first stop) – (home to office).

Ending of the day (last stop to home) – (home to office).

Persons employed subsequent to July 1, 1984 will calculate base mileage under the following stipulation:

Personnel employed to serve an individual school are expected to travel to the location they are employed to serve at no cost to the district. Travel in excess of home to assigned school will be reimbursed as inservice mileage.

Personnel newly employed who cannot be provided an individual school assignment at the time of employment will utilize the VBISD offices as their normal assignment and will calculate base mileage accordingly.

Personnel subsequently transferred from their original assignment will calculate base mileage as in first paragraph of Article XIX 1 above.

2. Inservice Mileage

Inservice mileage is miles traveled from the initial school or business to the last school or business.

Inservice mileage calculations: Inservice mileage is calculated from the first school or business stop to the last school or business stop.

Mileage will be reimbursed at approved rate of the IRS for each year of the current contract.

ARTICLE XX

GRIEVANCE PROCEDURES

- A. A grievance shall be defined as a violation, misinterpretation, or misapplication of any provision of this written Agreement and any such claim may be processed through this grievance procedure.
- B. In the event a PSM believes a grievance, as above defined, exists, the PSM may use the following procedure.

Step 1: The PSM shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within fourteen (14) calendar days following the alleged violation or within fourteen (14) calendar days following the time the PSM could have reasonably discovered the alleged violation.

Step 2: If Step 1 fails to resolve the alleged grievance, the PSM, either personally or accompanied by an Association Representative, shall discuss the alleged grievance with the PSM's Director. Discussion with the Director shall take place within seven (7) calendar days following the date of the discussion with the Immediate Supervisor as specified in Step 1. No individual grievance may be processed beyond Step 2.

Step 3: If Step 2 fails to resolve the alleged grievance, the Association may reduce the alleged grievance in writing and file it with the PSM's Director. The written grievance must be filed with the Director no later than seven (7) calendar days following the date of the verbal discussion with the Director as specified in Step 2.

The Director shall, within seven (7) calendar days of receipt of the written grievance, meet with the Association in an attempt to resolve the issue.

The Director shall respond, on the grievance form, within seven (7) calendar days of the meeting with the Association.

Step 4: If the Association is not satisfied with the Director's response, or the Director fails to respond, the Association may within seven (7) calendar days of the date the Director's response is due, transmit the written grievance to the Superintendent.

Within seven (7) calendar days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within seven (7) calendar days of the date the meeting was held with the Association.

Step 5: If the Association is not satisfied with the response of the grievance at Step 4, or no response is received, the Association may transmit the grievance to the designated representative of the Board. Such appeal shall take place within seven (7) calendar days of the date the Superintendent's response at Step 4 was due.

The Board, or its designated representative(s), shall meet with the Association no later than the next regularly scheduled Board meeting, or fourteen (14) calendar days from the date the grievance was filed with the Board's designated representative, whichever is later?

The Board, or their designated representative(s) shall respond to the grievance in writing within seven (7) calendar days from the date the meeting was held.

Step 6: If the Association is not satisfied with the Board's response at Step 5, the Association may submit the grievance to the American Arbitration Association in accordance with the AAA rules which shall likewise govern the Arbitration proceeding. Appeal to the American Arbitration Association shall take place within fourteen (14) calendar days from the date of receipt of the Board's Step 5 response to the grievance. The Association shall send the Board a copy of their request for Arbitration at the same time it is sent to the American Arbitration Association.

C. Rules Governing Arbitration:

1. The Board and the Association shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
3. Both parties agree to be bound by the award of the arbitrator and that judgement thereon may be entered in any court of competent jurisdiction unless appealed within twenty (20) working days after receipt of the decision and award.

4. The fees and expenses of the arbitrator shall be shared equally by the parties.
5. Only one (1) grievance may be submitted to be heard by any one arbitrator, unless otherwise mutually agreed to in writing by the parties hereto.

D. Time Limits

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

- E. Any grievance arising prior to the expiration of this Agreement may be processed through the above grievance procedure until resolution.

ARTICLE XXI

JUST CAUSE

- A. PSMs covered by the Tenure Act and PSMs not covered by the Tenure Act shall receive equal treatment to the extent specified below:
 1. The probation period shall be four (4) years beginning with their date of hire and ending when they have been actively employed for four (4) years. Summer breaks and normal school breaks shall be considered "Actively employed", as will time away from the District, provided the time is paid (such as sick leave, personal business days, etc.
- B. No PSM shall be disciplined or discharged without Just Cause. Discipline shall mean written statements of reprimand which shall become part of the PSM's personnel file and/or time off from work given as a disciplinary measure.
- C. The following matters shall not be subject to the Grievance Procedure:
 1. The discharge of a probationary PSM.
 2. Any matter from which a PSM has recourse through the Tenure Commission, State and/or Federal Civil Rights Acts and Veterans Preference Act, it being the intention of the parties that a grievant shall have one (1) remedy only.
 3. Adverse evaluations – however, disciplinary action taken as a result of evaluations is grievable, subject to the restrictions specified in #1 through #3 above.

ARTICLE XXII

INSURANCE

- A. The Van Buren ISD has adopted a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code.
- B. The Board of Education shall provide MESSA PAK A (PPO) - Choices II insurance protection for a full twelve (12) month period. **If a countywide health consortium is put in place, this group will move to a similar program under this consortium. The Board will contribute 90% of the cost. Beginning September 1, 2011 all PSM's will contribute 10% of composite premium amount for PAK B coverage. The PAK A insurance coverage composite rate for the 2011-2012 school year will be \$1,581.59. For the 2012-2013 school year (July 1 – June 30), the VBISD will pay the first 8% increase. Any increase over 8% up to 12% will be shared 50/50. Employees will pay any increase over 12%.**

Plan A – For employees needing health insurance (Choices II)

Medical (MESSA Choices II)

Deductible In-\$200/\$400 Out-\$400/\$800

OV/UC/ER Copay \$10/\$25/\$50

Rx Drug Copay \$10/\$20

Long Term Disability 70%

Plan I

90 calendar days modified fill

\$5,000 maximum

Social Security Freeze

Alcohol/drug addiction 2 year

Mental/nervous 2 year

Delta Dental E 07 (80/80/80: \$1,200)

Negotiated Life \$40,000

AD&D \$40,000

Vision VSP-3

Plan B – For employees not needing health insurance (**Employee pays 10% of the premium amount**)

Delta Dental E 07 (80/80/80: \$1,200)

Vision VSP-3

Negotiated Life	\$40,000
AD&D	\$40,000
Long Term Disability	70%
	Same as above

- C. PSMs not electing health insurance coverage may elect MESSA, MESFA options or will receive a cash option equal to \$424.00 monthly. The Board of Education and the Association shall carefully scrutinize all fringe benefits paid, or partially paid by the Board to assure that the tax-exempt status of these benefits is protected.

D. PART-TIME BENEFITS

A part-time PSM is described as a PSM working less than thirty-six and one-quarter (36.25) hours per week. Part-time PSMs working at least 21.75 hours per week shall be entitled to a prorated fringe benefit program. A Letter of Understanding may be used under special circumstances.

Part-time PSMs who choose various fringe benefits will pay the difference through payroll deduction between the amount the Board pays and the total. The amount of health insurance coverage (Single, S & S, FF) selected by the PSM and other PAK benefits he/she chooses.

- E. All health and Dental Insurance shall be subject to the rules and policies of the carrier.

F. LONG TERM DISABILITY

The Board shall provide MESSA Plan I, Revised, Long Term Disability Insurance. Benefits shall be paid at 70% of salary up to a monthly maximum of \$5,000 and shall begin after the later of, (1) exhaustion of the PSM's accumulated sick leave, or (2) expiration of 90 calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive and for the same condition).

G. SPECIAL PAYMENT

VBISD will contribute \$2,500 for both 2011-2012 and 2012-2013 to the VBIEA to cover prescription costs for those who cannot medically use generic and would be significantly financially affected by the change to a 10/20 Rx card.

ARTICLE XXIII

MISCELLANEOUS

A. MASTER AGREEMENT PRINTING AND DISTRIBUTION

Copies of this Master Agreement shall be printed at the expense of the Board and the Association equally shared within forty-five (45) days after the agreement is ratified by the Board and Association. Copies of the Master Agreement shall be distributed to all PSMs and to newly employed PSMs at the time of employment.

B. REIMBURSEMENT FOR PROFESSIONAL ORGANIZATION

A yearly total of One Hundred Dollars (\$100) will be reimbursed for required certificates, licenses, CEUs and memberships in professional organizations relating to the PSM's work assignment other than Association, VBIEA, VBCEA and MEA/NEA. PSMs with large fees may accumulate these monies for up to three (3) years.

C. PRORATED SALARY

The formula for determining the prorated salary for those PSMs who work less or more than a full year shall be as follows:

$$\frac{(\text{Annual Contract Salary})}{\text{Negotiated Annual Contract Days}} = \text{Daily Contractual Rate}$$

$$(\text{Daily Contract Rate}) \times \text{Number of Days Worked} = \text{Prorated Annual Salary}$$

D. The rate of pay for night school instructors covered by this agreement shall be increased annually by the average negotiated percentage applied to each step of the salary schedule and shall be computed as follows:

Hourly rate times a total number of hours to be determined by adding contact time plus providing preparation time on a ratio of 1 to 6 for each hour of contact time. No assignment shall have less than one (1) hour preparation time per day.

E. PARTICIPATION IN OUTSIDE ORGANIZATIONS

Voluntary participation in work related outside organizations, which will require time off from work to fulfill responsibilities to the organization, will require administration approval prior to application and/or acceptance.

F. LONGEVITY PAY

PSMs having credit for at least 15 years service (defined as the end of the third year the PSM is on the 13th step of appropriate salary schedule and having at least eight (8) years employment with the district) will annually receive a longevity payment equal to 2.25% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 20 years of service (defined as the end of the eighth year the PSM is on the 13th step of the appropriate salary schedule and having at least thirteen (13) years employment with the district) the annual longevity payment will be increased to 3.25% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 25 years of service (defined as the end of the thirteenth year the PSM is on the 13th step and having at least eighteen [18] years employment with the district), the annual longevity payment will be increased to 4.75% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 30 years of service (defined as the end of the eighteenth year the PSM is on the 13th step and having at least twenty-three [23] years employment with the district), the annual longevity payment will be increased to 5.25% of the PSM's base salary. These amounts will be paid to the PSM at the end of each qualifying year.

For the 2012-2013 school year a onetime payment of 0.5% will be made to employees based on their longevity status with the organization.

G. PSM REMUNERATION FOR SPONSORING STUDENT CLUBS OR ORGANIZATIONS

Student organizations are considered an essential part of the curricula at the Van Buren Intermediate School District. The following organizations would be inclusive but not exclusive:

- National FFA Organization
- D.E.C.A.
- Business Professionals of America (B.P.A.)
- Skills USA
- Culinary Arts/ProStart
- Nursing and Patient Care Junior Auxiliary
- E.M.S. Challenge
- F.I.R.S.T. Robotics
- Michigan Industrial Arts Technical Education Society (M.I.T.E.S.)

Coordination of student organizations is recognized as an obligation and responsibility of the PSMs assigned to relevant areas. However, it is also recognized that various activities, mandated by organizations, fall at times independent of normally accepted contractual duties. Remuneration is for the actual event /competition date(s).

H. PSM REMUNERATION FOR REQUIRED PARTICIPATION IN WEEKEND STUDENT ACTIVITIES

PSMs will be paid their per diem rate as follows:

- 1) Vocational Education – Per diem rate for summer administratively approved obligations and weekend activities. (Weekend activities are defined as falling between 6:00 a.m. Saturday morning and 12:00 p.m. Sunday night.) Activities lasting up to four (4) hours on weekends or during the summer will be prorated as ½ day.
- 2) Special Education – Prorated remuneration for sponsoring student organizations or clubs when designated a part of the PSM job description. Per diem recommendations in Part A. would then apply. Activities lasting up to four (4) hours on weekends or during summer will be prorated as ½ day.
- 3) General Education – On occasion, student competitions, forums, etc. are scheduled on weekends due to the extensive nature of the activity and the need to have available professional staff members for supervision and coordination. PSMs required to perform services of this nature on the weekend will receive remuneration at their regular per diem rate. This provision does not apply to voluntary activities nor to activities where work schedule changes are made to offset weekend participation. Activities lasting up to (4) hours on weekends or during summer will be prorated as ½ day.

I. PSMs ON 21-PAY PLAN

PSMs on the 21-pay plan will receive their remaining salary on the payroll schedule date immediately following the last staff work day.

J. “GREAT JOB” FUND

A contribution of \$2500.00 will be made by the Board to a “Great Job” fund where monies will be disbursed up to \$500.00 per staff member, who significantly exceed regular job duties. Criteria will be established by a committee representing PSMs and Administration. The final selection of the individuals receiving awards will be determined by the President of the Union, the Superintendent and the Board of Education President.

ARTICLE XXIV

SCHOOL YEAR CALENDAR

PERPETUAL CALENDAR GUIDELINES

1. School will begin for students as determined by the Board of Education.
2. Winter Recess will be scheduled based upon the following:
 - a. If Christmas and New Years Day falls on a Friday, Saturday or Sunday, winter recess will begin the Monday preceding Christmas.
 - b. If Christmas and New Years Day falls on a Monday through Thursday, winter recess will begin at the end of the school day the Friday preceding Christmas.
 - c. Length of the winter recess will be two weeks.
3. Spring recess will be scheduled based upon the following:

Spring recess will be the first week in April, Sunday being the first day of the week. In any year that Good Friday falls during that week, an additional vacation day will be scheduled for the following Monday.

The following calendars are tentative pending adoption by at least six (6) of the local School district within the VBISD.

4. VBISD Center Programs may set two (2) winter break days to fall between the winter and spring recess. These days will be used to make up Act of God days if needed. Decision to use one (1) or both of these days as Act of God makeup days will be made by February 15.

The Van Buren Technology Center will adopt a winter break schedule if six (6) or more L.E.A.s have the same winter break schedule as reflected in the county schedule.

2011-2012 Calendar

First Staff Day	August 31, 2011
Labor Day	September 5, 2011
First Student Day	September 6, 2011
Thanksgiving Recess	November 24, 2011 - November 25, 2011
Winter Vacation	December 19, 2011 – December 30, 2011
Spring Vacation	April 2, 2012 – April 6, 2012
Good Friday	April 9, 2012
Memorial Day	May 28, 2012
Last Student Day	June 8, 2012
Last Staff Day	June 18, 2012

2012-2013 Calendar

First Staff Day	August 29, 2012
Labor Day	September 3, 2012
First Student Day	September 4, 2012
Thanksgiving Recess	November 22, 2012 - November 23, 2012
Winter Vacation	December 24, 2012 – January 4, 2013
Good Friday	March 29, 2013
Spring Vacation	April 8, 2013 – April 12, 2013
Memorial Day	May 27, 2013
Last Student Day	June 7, 2013
Last Staff Day	June 14, 2013

5. Length of contract will be 187 days or additional days will vary depending on job description and placement. Three (3) of these days will be guaranteed funded inservice days (\$450), which may be served at any time within the contract year as per the Professional Development Requirements document on file with the District. State law requires that one of these days occur between June 30 of the current year and July 1 of the following year.
 - a. Staff development may be credited to either the preceding year or the subsequent year when taken in the summer.
 - b. All inservice days to be credited to the current year must be completed one week (seven calendar days) prior to the beginning of the following school year. PSMs are responsible for submitting proposals for the appropriate use of these inservice days when they are scheduled outside of the normal work year. Approved inservice, for credit toward the 187 contract, may include evenings, weekends and/or be during vacation breaks.
6. PSMs working in programs offered beyond the regular school year shall be given the first option to work in this program area. The PSMs in these program areas have until the third (3rd) Friday in December (before Winter Break) of the current school year, to notify their supervisor of their intent to continue to work during the full summer assignment. If the current PSM in the program area declines to work during the summer, the specific assignment shall be posted for five work days. The assignment shall be awarded to the most senior qualified bargaining unit member applicant. Non-unit individuals shall be assigned to summer work only when all qualified bargaining unit members have refused such work.

ARTICLE XXV

PLACEMENT ON SALARY SCHEDULE

A. PREVIOUS EXPERIENCE

The Board may grant up to seven (7) years of experience on the salary schedule for prior professional experience. A year of experience is defined as a period of not less than ninety-one (91) working days during a fiscal year, July 1 through June 30. The Administration agrees to notify the Association of the names of newly hired PSMs, the position each is placed on the salary schedule and the amount of previous professional experience held by that person.

B. PART YEAR CREDIT

PSMs shall be given one (1) year experience on the salary schedule if they are employed for at least ninety-one days during a school year under a regular contract.

C. APPROVAL OF CREDIT FOR SALARY SCHEDULE ADVANCEMENT

Credit will be honored at any time advancement on the salary schedule providing that:

1. Written notification of anticipated advancement is provided the director by July 1 of the previous school year except in the event of a break in continuous service.
2. Evidence is shown of earned credit based upon the following requirements:
 - a. To Masters schedule. Completion of a Masters program at an accredited college or university.
 - b. To Masters + 15 schedule. Accumulation of 15 semester hours graduate level courses subsequent to obtaining a Masters degree as determined by the awarding institution.
 - c. To Specialist/Masters + 30 schedule. Awarding of a specialists degree, MSW, or accumulation of 30 hours graduate level courses subsequent to obtaining a Masters degree as determined by the awarding institution or, awarding of a 60 semester hours Masters or, awarding of a second Masters degree that requires at least 30 semester hours.
 - d. Three term hours equal 2 semester hours.
 - e. Additional hours (i.e. MA + 15 or MA + 30) must relate to the position in which the PSM is employed or a position employed by the ISD and with the approval of the director. In instances where the relationship is questioned, the decision will be made by a majority vote of a committee composed of two representatives of the VBIEA and two administrators, one of whom is the PSM's director. The superintendent will decide all tie votes. All hours earned by PSMs who were employed as of June 8, 1990 will automatically be approved.
3. Pay will be adjusted upon approval of Steps 1 and 2 by the director.

ARTICLE XXVI

EVALUATION

A. TIME LINE

Probationary PSMs shall be evaluated at least once each semester. Non-probationary professional staff members may be evaluated on a three (3) year schedule or as mutually agreed upon by the Administration and the Association. However, PSMs may request annual evaluations or, where deemed necessary, the Administration may require annual evaluation of non-probationary PSMs. Evaluations made in the first semester shall be made on or before December 15, except in Special Education where the first semester evaluation shall be made by January 30. Evaluations made in the second semester shall be made on or before May 1. However, no evaluation shall be made on a PSM employed by the VBISD less than twenty (20) work days. A written copy of the evaluation shall be kept by the Administration and a copy shall be given to the PSM within ten (10) work days. Evaluations shall be a minimum of twenty (20) work days apart.

B. PROCEDURES AND FORMS

The evaluation forms and procedures used in the respective departments during the 1992-93 school year shall be continued unless changed by mutual agreement by the Administration and VBIEA.

ARTICLE XXVII

REDUCTION IN PERSONNEL

A. If the Board desires to reduce the number of PSMs, the following procedures shall be used:

1. Voluntary layoffs will be accepted by the Board provided there remain PSMs who are State certified to fill the available positions.
2. If further reductions are made, PSMs shall be laid off according to seniority (least senior first), provided there remain PSMs who are State certified in the vacant positions.

3. In those cases when PSMs have obtained tenure under the Michigan Tenure Law with the Intermediate School District and are occupying a position which is required by the State to be filled with a certified person who is covered under the Tenure Law, non-tenured PSMs shall be laid off before tenured PSMs, irrespective of seniority, provided there remain PSMs who are certified to fill the available positions.
- B. Seniority shall be defined as length of continuous service in the district. Seniority shall not accrue while the PSM is on an unpaid leave.
 - C. In the circumstances of more than one (1) PSM beginning employment on the same date who is State certified in the same areas, the seniority date shall be the day the PSM signed the contract. In the circumstances of more than one (1) PSM signing their contract on the same day, all PSMs so affected will participate in a drawing to determine position on the seniority list within 30 days from the starting date.

The Association and PSM(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected PSM(s) and Association Representatives to be in attendance.
 - D. Any PSM on Layoff shall be recalled in inverse order of Layoff provided he/she is State certified for the vacancy. No new PSMs shall be employed by the Board while there are PSMs who were in the bargaining unit who are laid off, unless there are not laid off PSMs with proper State certification to fill any vacancy which may arise.
 - E. The Board shall give written notice of recall from Layoff by sending a return receipt requested or certified letter to said PSM at his/her last known address. It shall be the responsibility of each PSM to notify the Board of any change of address. The PSM's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the PSM. PSMs shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) days of the date the recall notice was mailed.
 - F. Teachers shall retain their recall rights for three (3) years from the last day of work.
 - G. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible, but not less than forty-five (45) days advance notice. It is agreed that said forty-five (45) days notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board. For personnel to be laid off at the end of the school year, the Board of Education will attempt to make the notification no later than May 1.

ARTICLE XXVIII

TERMINATION OF EMPLOYMENT

- A. A PSM terminating employment with the Board will receive all compensation on the first pay date after the termination date, or if the termination occurs at the end of the school year, the total compensation will be paid on the 1st pay date in June.
- B. In cases where employment is terminated before the end of the contract period, the fringe benefit program furnished by the Board will terminate on the last day of the month in which the termination occurs. If the termination date is the end of the school year, the fringe benefit program will terminate on the last day of August.

ARTICLE XXIX

CONTINUITY OF OPERATIONS

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XXX

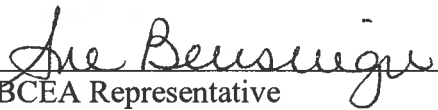
DURATION OF AGREEMENT

This Agreement shall be effective on **September 1, 2011**, and terminated on **August 31, 2013**. Either party may open this contract for modification through negotiations by notifying the other party at least forty-five (45) days prior to expiration.


This Agreement was entered into on

VBCEA/VBIEA, MEA-NEA

**VAN BUREN INTERMEDIATE
BOARD OF EDUCATION**



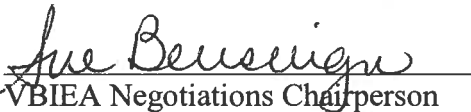
VBCEA Representative



President

8/16/11
Date

8.7.11
Date



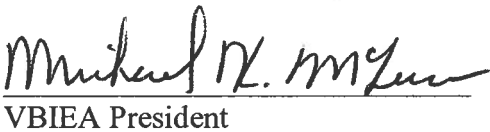
VBIEA Negotiations Chairperson



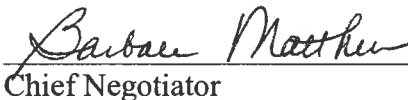
Superintendent

8/16/11
Date

8-2-2011
Date



VBIEA President



Chief Negotiator

8/12/11
Date

8-3-11
Date

VAN BUREN INTERMEDIATE SCHOOL DISTRICT
SALARY/PLACEMENT SCHEDULE

2011-2013

STEP	BA	MA	MA+15	SPECIALIST MA+30
1	\$34,921	\$37,330	\$38,657	\$40,360
2	\$36,708	\$39,623	\$40,961	\$42,661
3	\$38,488	\$41,924	\$43,252	\$44,787
4	\$40,271	\$44,206	\$45,542	\$47,257
5	\$42,058	\$46,510	\$47,843	\$49,555
6	\$43,844	\$48,810	\$50,134	\$51,845
7	\$45,625	\$51,107	\$52,435	\$54,139
8	\$47,413	\$53,396	\$54,728	\$56,439
9	\$49,197	\$55,702	\$57,029	\$58,738
10	\$50,977	\$57,996	\$59,329	\$61,035
11	\$52,761	\$60,294	\$61,625	\$63,330
12	\$54,548	\$62,591	\$63,915	\$65,624
13	\$56,329	\$64,884	\$66,215	\$67,916

No base salary increase for length of contract. Step increases will continue.

LETTER OF UNDERSTANDING

Between the

VAN BUREN INTERMEDIATE BOARD OF EDUCATION

And the

VBCEA/VAN BUREN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA

A PSM may use one sick day per year as a family activity leave day with the following guidelines:

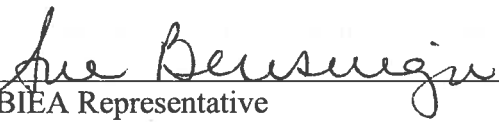
1. The PSM must provide a written rationale. Substantiation may be requested by the Director or Supervisor.
2. All personal leave days must first be exhausted.



VBISD Board of Education Representative

8-3-2011

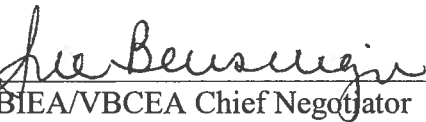
Date



VBIEA Representative

8-16-11

Date



VBIEA/VBCEA Chief Negotiator

8-16-11

Date

LETTER OF UNDERSTANDING

Between the

VAN BUREN INTERMEDIATE BOARD OF EDUCATION

And the

VBCEA/VAN BUREN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA

The parties agree that the following committees will continue to function until a mutually agreed upon resolution of the issue has been reached.

1. Committee for Bert Goens Learning Center:
 - a. to look at compensation for PSMs when the regular parapro is absent
 - b. to look at planning time
 - c. to create procedure for setting school calendar
2. Committee to look at Leave Days vs. Sick/Business Days
3. Committee to review different options to limit the arrival and departure times for students at the Technology Center
4. Committee to establish teacher evaluations that meet state and federal guidelines
5. Committee to discuss Health Care usage, provide health care information to employees and put in place preventive measures to help control health care costs

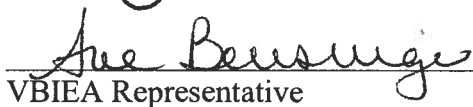
All committees will have equal representation and all recommendations will be presented to the Board and the Association for final approval.



VBIEB Board of Education Representative

8-3-2011

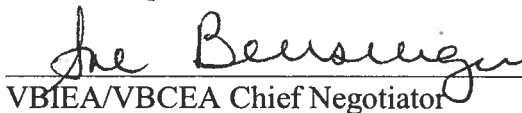
Date



VBIEA Representative

8-16-11

Date



VBIEA/VBCEA Chief Negotiator

8-16-11

Date

LETTER OF UNDERSTANDING


Between the

VAN BUREN INTERMEDIATE BOARD OF EDUCATION

And the

VBCEA/VAN BUREN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA

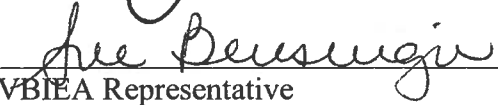
The parties agree to establish teacher evaluations and merit pay that will meet State and Federal guidelines.



VBISD Board of Education Representative

8-3-2011

Date



VBIEA Representative

8-16-11

Date



VBIEA/VBCEA Chief Negotiator

8-16-11

Date