

AGREEMENT

Between

VAN BUREN PUBLIC SCHOOLS

and the

**VAN BUREN EDUCATION
ASSOCIATION**

2012 - 2013

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This Agreement ratified on May 24, 2012, by the Van Buren Education Association, hereinafter called the "Union", and on June 4, 2012, by the Van Buren Board of Education, hereinafter called the "Board", shall become date of ratification, and continue through June 30, 2013.

ARTICLE I PREAMBLE

Recognizing that providing quality education is the paramount aim of the Employer and the Union and that the character of such education depends largely upon the quality and morale of the teaching services, we hereby declare:

WHEREAS, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district; and

WHEREAS, the Employer recognizes the Van Buren Education Association, under law, as the exclusive bargaining agent; and

WHEREAS, the Employer recognizes that teaching is a profession; and

WHEREAS, the Employer recognizes the educational expertise of the teachers and views the consideration of educational matters as a mutual concern; and

WHEREAS, the laws of the State of Michigan authorize public employees to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

WHEREAS, at a representation election held on May 24, 1982, the Union was selected by a majority of the employees of the Employer covered by this Agreement, as their exclusive representative for the purposes of collective negotiations with the Employer with respect to hours, wages, terms and conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan; and

WHEREAS, during the 1985-87 school years, and following professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and the Union concerning such matters; and

WHEREAS, the Employer and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interests of the residents of the Van Buren Public School System, the students attending a school therein, and the employees represented by the Union.

NOW THEREFORE, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

ARTICLE II RECOGNITION

- 2.0 Terms, Definitions, and Recognition.
- 2.1 The Van Buren Board of Education shall hereinafter be called the "Employer" in this Agreement.
- 2.2 The Van Buren Education Association-MEA/NEA shall hereinafter be called the "Union" in this Agreement.
- 2.3 "Employee" or "Teacher" or "Member" when used hereinafter shall refer to all employees in the Van Buren Public Schools represented by the Union in the bargaining unit as listed below in this Agreement.
- 2.4 "Local Association" when used hereinafter shall refer to the Van Buren Education Association in this Agreement.
- 2.5 The Employer agrees not to negotiate with or recognize for the purpose of collective bargaining any teachers' organization or Union other than VBEA-MEA/NEA for the duration of this Agreement with respect to the below listed classifications and subject to the provisions of PERA.
- 2.6 The employer hereby recognizes the Union as the sole and exclusive bargaining representative for the following:

all classroom teachers
guidance counselors
media specialists
department heads
psychologists
vocational teachers
social workers
special education teachers
speech, hearing, vision and
orthopedic teachers or therapists
resource room teachers
teachers of the homebound/
hospitalized
band director
Title I/literacy teachers

*Michigan School Readiness Preschool
(MSRP) teachers
*tuition preschool teachers
nurse
*alternative education teachers
permanent substitute teachers
teachers of Gifted & Talented
coordinator of Gifted & Talented
diagnosticians
*permanent substitute teachers
teachers employed in the above
classifications for over sixty (60) days in
a continuous position
elementary reading support teachers

but excluding:

athletic director
day-to-day substitutes
Title I/At-Risk supervisor
vocational director

supervisor of special services
central office administrators
and all other supervisory personnel

in all matters of dispute or grievances which may arise during the terms of this Agreement as to the application, interpretation, or compliance of either party of its obligations or rights under this Agreement.

*These members are considered part-time members under 2.9 below.

- 2.7 A day-to-day substitute enters the bargaining unit after sixty (60) days in a continuous assignment, at which point they shall be considered a long-term substitute. All experience (seniority, sick leave, fringes, and incremental credit advancement) shall begin to accrue only once the individual enters the bargaining unit.
- 2.8 Representation of personnel in newly created positions shall be negotiated within thirty (30) days of the Employer authorization for the position. If the parties cannot agree, within the above thirty (30) days, the Union shall seek resolution through MERC rather than arbitration.
- 2.9 Part-time members shall be defined as those employees requiring certification employed outside the traditional K-12 public school day program. Part-time members currently include MSRP teachers, teachers of the homebound/hospitalized, tuition preschool teachers, alternative education teachers and permanent substitute teachers. The VBEA shall represent for the purpose of the following sections only:
- 2.9.1 The only part of this contract that shall be applicable or cover part-time teachers shall be Articles 2.6; 2.9.1; 5.7 and its subsections; Article 12 and its subsections; Article 13 and its subsections; and Article 15 and its subsections. All other parts of the contract shall be excluded from application as listed above.

Part-time teachers shall have no right to file a grievance over the interpretation, application or alleged violation of any provision of this agreement other than Articles 2.6; 2.9.1; Article 5.7, Article 6.13 and its subsections; Article 13 and its subsections; Article 15 and its subsections. An arbitrator shall have no authority or jurisdiction to consider or to adjudicate any grievances filed by any part-time member over the interpretation, application or alleged violation of any provision of the agreement other than Articles 2.6; 2.9.1; Article 5.7 and its subsections; Article 6.13; Article 13 and its subsections; and Article 15 and its subsections. Notwithstanding the above limitations, it is further agreed that permanent substitutes shall be permitted to file grievances over alleged violations of Article 12.

A separate seniority list shall be maintained for part-time members. Seniority for part-time members will be measured by semesters or summers in the program. For summer programs, a person who works twenty (20) days of their scheduled assignment will be credited with one summer of seniority.

By mutual agreement a member may take one summer leave without losing accrued seniority each six (6) years; however, no one will accrue seniority for time spent on leave. Members on layoff will retain seniority. Once having accepted summer employment the employee is obligated to make himself/herself available for the entire duration of his/her assignments. An employee that is not available for this time shall not be a qualified applicant for future vacancies.

- 2.9.2 Part-time members shall either pay appropriate Union dues or a service fee in accordance with 5.7 of the contract.
- 2.9.3 Violations of the above 2.9.1 through 2.9.2 may be processed as grievances under Article XIV of the contract.

ARTICLE III SCHOOL DISTRICT'S RIGHTS

- 3.1 The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan and subject only to the condition that it shall not do so in any manner which constitutes and express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any reasonable rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.
- 3.2 The Board agrees not to negotiate wages, hours, and working conditions with anyone other than the VBEA-MEA/NEA during the term of this Agreement.

ARTICLE IV STRIKE PROHIBITION

- 4.1 No teacher or the Union shall participate in or cause any strike nor shall any teacher or the Union participate in or cause any work stoppage nor shall any teacher refuse to carry out normal work assignments.
- 4.2 The Board shall not lock out any teachers during the term of this Agreement.

ARTICLE V RIGHTS OF THE UNION

- 5.1 The Board recognizes under Act 379 of the Public Act of 1965, the right of every teacher to organize, join and support the purpose of engaging in collective bargaining.
- 5.2 The Board agrees that it will not discriminate in respect to wages, hours, or conditions of employment against any teacher because of their membership in the Union, participation in the activities of the Union, participation in the negotiations with the Board, or by their presentation of any complaint or grievance under the terms of this Agreement.
- 5.3 The Board recognizes the right of the Union to invoke the assistance of the Michigan Employment Relations Commission.
- 5.4 Established communication channels such as bulletin boards, intra-school phone and interschool mail, and interschool mailboxes shall be available to the Union for their reasonable use. The Union has the right to reasonable use of school buildings and facilities under the same terms and conditions that

written Board policies extend for the use of said building and facilities to other civic groups with the exception that any district residence requirement or group members shall not apply to the Union.

- 5.5 The Board agrees to make available, upon request by the Union within five (5) working days, if possible, all available information concerning the financial situation of this district, budget requirements and other information needed by the Union to develop accurate programs on behalf of the teachers in their wages, hours and working conditions.
- 5.6 The Board agrees to make available upon request by the Union, within five (5) working days, if possible, all available information which may be needed by the Union in order to intelligently process any grievance or complaint. Confidential and personal information is to be made available only with the consent of the teachers involved.
- 5.7 The Board agrees that all bargaining unit employees shall, as a condition of employment, become members in good standing in the Union or assume his/her Financial Responsibility to the Union as defined in the following section.
 - 5.7.1 Any bargaining unit employee may become a member of the Union.
 - 5.7.2 Any member of the Union who has not paid the total amount of the Union dues to the VBEA-MEA/NEA-Local Association MEA and NEA and the Union Treasurer within twelve (12) calendar days from the commencement of the school year (or date of employment if within the school year) must sign and deliver to the Board, or its designee, a statement authorizing deductions of dues from the regular salary check.
 - 5.7.2.1 Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues once each month for ten months, beginning in September and ending in June of each year.
 - 5.7.2.2 Teachers not rendering service nor receiving any salary during all or part of the school year, shall have the yearly dues reduced by one-tenth (1/10) for each full month where applicable.
 - 5.7.2.3 Said authorization shall continue in effect from year to year unless revoked in writing.
 - 5.7.2.4 The union shall comply with all applicable law regarding appropriate payment of dues, fees and P. A. C. monies.
 - 5.7.3 Agency Shop Provision
 - 5.7.3.1 Any bargaining unit member employed may elect not to be a member of the Union but, as a condition of employment, must accept the financial responsibility and pay a service fee to the association that is established by the Union in accordance with Chicago Teachers vs Hudson 106 S C 1066 (1986).
 - 5.7.3.1.1 Tuition preschool teachers shall either pay appropriate Union dues or a service fee equivalent to appropriate union dues in accordance with section 5.7 of the contract.

5.7.3.2 The method of payment for the agency fee shall be the same described above in Section 5.7.2 and its subsections.

5.7.4 In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this article, the Union agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Union and permit the Union's intervention as a party. The Union shall protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability* by reason of action taken by the Employer for the purpose of complying with this article of the agreement; subject to the following conditions:

*including unemployment compensation.

5.7.4.1 The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.

5.7.4.2 The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

5.7.4.3 The Union has the right to choose the legal counsel to defend any said suit or action.

5.7.4.4 The Union shall have the right to compromise or settle any claims made against the Board under this section.

5.8 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times including during the school day provided that this shall not interfere with nor interrupt normal school operations. It is understood that officers of the Union shall have the right to interschool visitation with the permission of the administrator.

5.9 The Board agrees to provide the Union each month with an agenda of the forthcoming meetings and minutes of preceding meetings.

5.10 The Union may use thirty (30) days for conducting Union business. The Union will pay one-half (1/2) of the cost of any substitutes used. No more than six (6) teachers shall be released for Union business on any one day.

5.11 The Board agrees to have included on any committee composed of teachers a minimum of one such person who is a member of the Union.

5.12 Any member elected to the MEA or NEA Board of Directors and/or any other MEA or NEA authorized committee shall be released from his/her regular duties without loss of pay for attending state or national meetings and/or conferences provided the days are pre-approved by the Superintendent or his/her designee and the VBEA President. The District shall directly bill the MEA for these days. The Union agrees to pay the substitute rate for each day used for this purpose if not paid by the MEA.

ARTICLE VI PROFESSIONAL COMPENSATION

All teachers must have the Master's Degree to qualify for Scale III. Graduate hours earned for the first M.A. cannot be applied for the purpose of meeting the 30 hour requirements for Scale V.

Commencing September 1, 2000, employees having completed a second Master's degree must have at least 24 graduate hours of unduplicated course work.

Teachers having completed 30 graduate hours in a Master's in Guidance and Counseling program shall be paid at the appropriate Master's level for up to a total of two years prior to the completion of the Master's in Counseling Degree. The teacher must furnish the necessary transcripts.

6.2 Time spent in continuing education or in programs which certify credit for continuing education units' (C.E.U.'s) will not afford a bargaining unit employee any basis for additional professional compensation within the meaning of Article VI or any other provisions of this agreement.

6.3 Salary Schedule Structure

An employee who has earned two 30 hour Master's Degrees, Specialist or Doctorate Degree, consisting of unduplicated course work shall receive an annual stipend of \$3,100 above the appropriate step on Scale V.

Salary lane changes will be paid not later than the second pay in November for hours and/or degrees submitted by October 15 for those courses taken during the preceding school semester and summer, and no later than the second pay in March for hours and/or degrees submitted by February 15 for those courses taken during the first semester of the school year. Reimbursement for a new degree will be prorated 50% for the balance of the school year. Reimbursement will not be in a lump sum, but will be spread over the remaining pay days for that school year.

Requests submitted after October 15 and/or February 15 will receive consideration on the next reimbursement date.

It is further understood that reimbursement for additional hours past their current degree must have earned these hours after they have obtained current degrees.

6.4 Salary Schedule for 2011-12, 2012 - 13:

6.4.1 2011-2012 Salary Schedule (Appendix C)

The 2011-2012 salary schedule shall remain the same as 2007-08. All employees shall advance one step on the salary schedule.

6.4.2 For the 2012 – 2013 school year, teachers who qualify to advance a step on the salary schedule shall only advance one-half step.

In addition, there will be fourteen (14) furlough days during the 2012 – 2013 school year, and teachers' salaries for 2012 – 2013 shall be reduced by an amount equal to fourteen (14) days' pay, with such pay reduction spread evenly over the course of the teacher's pay year (i.e. 21 or 26 pays). However, teachers agree to nonetheless work these furlough days to assist the District through its current financial crisis. These furlough days will continue for

the following school year, subject to negotiation, with the understanding that the District shall reduce the number of furlough days as the District's financial condition improves.

Note: Salary Schedule will include three scales:

- I Bachelor's Degree;
- III Master's Degree;
- V Beginning with the 2007-2008 school year - Master's Degree plus 30 graduate semester hours.

School Psychologists, social workers and other specialists who have a master's degree and at least a preliminary license shall be placed on the Double MA Salary Scale (Scale V plus \$3,100) regardless of the number of hours required to complete the program.

- 6.5 An employee who has earned two 30 hour Master's Degrees, Specialist or Doctorate Degree, consisting of unduplicated course work shall receive an annual stipend of three thousand one hundred dollars (\$3,100) above the appropriate step on Scale V.
- 6.6 Step advancement shall only be credited at the beginning of each school year. Scale advancement shall only be granted at the beginning of each semester.
- 6.7 A bargaining unit employee working sixty (60) continuous days in the same assignment in one semester shall be given incremental credit on the salary schedule for one semester.
- 6.8 A substitute who is in a continuous assignment for sixty (60) work days or more, who is currently on the recall list, shall be placed on their earned salary scale with full fringe benefits beginning with the sixty-first (61st) day. Any other person, after the sixtieth (60th) work day, shall be placed at the B.A. Step 0 salary scale and granted full fringes as per this agreement.
- 6.9 A teacher shall be given credit on the salary schedule for up to five (5) years of previous experience in other school systems or, in the case of vocational education instructors, one (1) year's credit for every two (2) years of related work experience to the fifth step unless said teacher applicant waives the previous experience through the signing of a waiver. To meet the needs of the school district, a teacher may be placed on the salary schedule up to and including step ten (10).
 - 6.9.1 By the first day that teachers return to work, they will indicate, on a form provided by the Board, which of the following pay options is preferred:
 - 9.1.1 Twenty-six (26) equal payments of contractual amount, beginning September 2, and ending August 17. New hires will not receive their first check until after they have reported to work.

Twenty-six (26) equal payments of contractual amount, beginning September 2; however, the employee shall receive a lump sum payment of all money owed on the twenty-first (21st) pay date of the school year.

Twenty-one (21) equal payments during the school year commencing September 2, and ending June 13.

6.10 Refer to Clarification Language for no double coverage, page 69.

Fringe Benefits - The parties will cooperate in finding the most economical way of providing the benefits specified in the contract.

6.10.1 No teacher, nor their dependents, shall be eligible to receive health insurance coverage through the Van Buren Public Schools in addition to being covered by health insurance through any other source unless the teacher provides evidence that their coverage from another source is mandatory or meets any of the other exceptions specified elsewhere in this contract.

Consequently, each eligible teacher, as defined above will select one (1) and only one of the three (3) following options in health insurance:

2012-2013 Health Care

Effective July 1, 2012, the health insurance provided to teachers under the agreement shall be changed to one MESSA plan, which shall be MESSA Choices with \$10 office visit, Saver RX, \$300/\$600 deductible, with 75% employer/25% employee premium contribution.

Effective January 1, 2013, the health insurance provided to teachers under the agreement shall again be changed to one MESSA plan, which shall be MESSA ABC Plan #1 with \$1,250/\$2,500 deductible

3. Optional Plan

A. An additional \$10,000 life with AD & D.

B. \$1,500 in lieu of health insurance. An employee who elects the \$1,500 option shall receive the pay on the basis of \$125 per month. Should an employee work only one (1) semester, their payment would be one-half (1/2) of the total amount. If an employee does not work the total year, the cash in lieu of health insurance shall be prorated.

Any employee contributions for the health care premiums shall be made through the district's flexible spending account.

6.10.2 Life insurance in the amount of \$65,000.00 with Accidental Death and Dismemberment coverage shall be provided each teacher and fully paid for by the Board for the duration of this contract. Included in the \$65,000.00 life insurance shall be any life insurance provided as part of the health insurance. For example, if the health insurance plan provides \$5,000.00 life insurance, the employer shall only be obligated for an additional \$60,000.00 life insurance.

6.10.2.1 Additional life insurance coverage for the employee's spouse and dependents shall be made available at group rates from the carrier selected by the Board, but fully paid by the employees. This insurance option shall be available for the duration of this contract.

- 6.10.3 Long Term Disability: The Board of Education shall provide for the duration of the contract, an accident and sickness benefit policy.

The Board shall select the carrier. The terms and conditions of the insurance shall be governed by the carrier but will include:

66 2/3 of salary - \$5,000 = maximum monthly salary
5% minimum payout
90 calendar day straight wait
Pre-existing condition waiver
Alcohol/drug - same as any other illness
Mental/nervous - same as any other illness
Family Social Security Offset
Maternity Coverage, Rehabilitation Benefits
2 year own occupation
Freeze on offsets

- 6.10.4 The Board agrees to provide the following dental level of benefits without cost to each teacher and their eligible dependents.

For staff without dental coverage through another source:

- Class I: 80%
- Class II: 80%
- Class III: 80%
- Class IV: 80%
- Annual Max Class I, II, III; \$2,000, Lifetime Max Class IV: \$800
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: No
- Cleanings: 2 per year

For staff with dental coverage through another source:

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Class IV: 50%
- Annual Max Class I, II, III; \$2,000, Lifetime Max Class IV: \$800
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: No
- Cleanings: 2 per year

The Board shall provide internal and external coordination of benefits.

- 6.10.4.1 The carrier for this dental program shall be named by the Board.

6.10.5 Tax Deferred (Sheltered) Annuities

6.10.5.1 The Employer will make available a tax deferred (sheltered) annuities program through at least six (6) carriers which will include the MEA program:

- CARRIERS:
1. Variable Annuity Company
 2. Paradigm Equities.
 3. Franklin Templeton
 4. Kemper Investors Life Insurance Co.
 5. Vanguard Fiduciary Trust Co.
 6. Fidelity Investments Institutional Operation Co.

6.10.5.2 The Employer shall post an updated list of the local TSA agents in each of the schools. However, the Employees shall not be restricted to the agents listed for each program.

6.10.6 Vision Insurance: The Board of Education shall provide a level of benefits equivalent to MESSA VSP II. The carrier for the vision program shall be named by the Board.

6.10.7 The Employer shall provide payroll deductions for all supplementary coverage desired by the Employee and provided by either the MESSA, the Blue Cross/Blue Shield or other programs approved by the Employer. The Employee pays the premiums for any of the supplementary coverage desired.

6.11 Coaching Pay Schedule: Coaches will be paid a percentage of the Bachelor’s Degree schedule up to and including step 5. The percentage will be applied to the steps on the schedule which corresponds to one half (1/2) of the number of years of experience the coach has had in the position

Coaches not already at step 5 will advance on the steps corresponding to one half (1/2) the number of years of experience the coach has in the position. The following percentages of the Bachelor's Degree steps one through five apply.

6.11.1 MALE SPORTS

<u>SPORT</u>	<u>PERCENT</u>
Football:	
Varsity Head	12%
Varsity Assistant	9%
Varsity Assistant	9%
Varsity Assistant	9%
Reserve.....	9%
Reserve.....	9%
Freshman.....	8%
Freshman.....	8%
North 8 th	7%
North 8 th	7%
North 7 th	6%
North 7 th	6%

<u>SPORT</u>	<u>PERCENT</u>
Football:	
South 8 th	7%
South 8 th	7%
South 7 th	6%
South 7 th	6%
Basketball:	
Varsity Head	12%
Reserve.....	9%
Freshman.....	8%
Freshman.....	8%
North 8 th	7%
North 7 th	6%
South 8 th	7%
South 7 th	6%

Swimming:
 Head Coach.....10%
 Assistant.....8%

Wrestling:
 Head Coach.....10%
 Reserve.....8%
 Freshman.....7%
 North7%
 South7%

Baseball:
 Head Coach.....10%
 Reserve.....8%
 Freshman.....7%
 North7%
 South7%

Cross Country:
 Head Coach.....10%

6.11.2 FEMALE SPORTS

<u>SPORT</u>	<u>PERCENT</u>
Basketball:	
Head Coach.....	12%
Reserve.....	9%
Freshman.....	8%
North 8 th	7%
North 7 th	6%
South 8 th	7%
South 7 th	6%

Swimming:
 Head Coach.....10%
 Assistant.....8%

Gymnastics:
 Head Coach.....10%
 Assistant.....8%

Volleyball:
 Head Coach.....10%
 Assistant.....8%
 Freshman8%

<u>SPORT</u>	<u>PERCENT</u>
Freshman.....	7%
North 8 th	7%
North 7 th	6%
South 8 th	7%
South 7 th	6%

Softball:
 Head Coach.....10%
 Reserve.....8%
 Freshman.....7%
 North7%
 South.....7%

Cheerleading:
 Varsity (full-year)10%
 Reserve (full-year)8%
 North (full-year).....5%
 South (full-year).....5%

Cross Country:
 Head Coach.....10%

6.11.3 CO-ED SPORTS

<u>SPORT</u>	<u>PERCENT</u>
Cross Country:	
North	7%
South	7%

Golf:
 Head Coach.....10%

<u>SPORT</u>	<u>PERCENT</u>
Swimming:	
North	7%
South	7%
Soccer:	
Men's Head	10%
Women's Head.....	10%

<u>SPORT</u>	<u>PERCENT</u>
Track:	
Men's Head.....	10%
Women's Head.....	10%
Men's Assistant.....	8%
Women's Assistant	8%
Freshman Men's.....	7%
Freshman Women's	7%
South Head.....	7%
North Head.....	7%
Tennis:	
Men's Head.....	10%
Women's Head.....	10%

6.12 Extracurricular Pay Schedule: (Percentage to be applied to the bachelor's degree beginning salary.)

6.12.1 Senior High

Band	15%
Alternate for Reduced Day	
a. Marching Band.....	12%
b. Concert Band	3%
Summer Band Director	6%
Assistant Marching Band	9%
Vocal Music	5%
Debate	6%
Forensics	6%
Writing for Media	2%
National Honor Society.....	5%
Senior Class Advisor.....	6%
Senior Class Advisor.....	6%
Junior Class Advisor.....	5%
Junior Class Advisor.....	5%

Sophomore Class Advisor	3.5%
Sophomore Class Advisor	3.5%
Freshman Class Advisor.....	3.5%
Freshman Class Advisor.....	3.5%
Student Advisory Council Sponsor ..	8%
Yearbook Sponsor	3%
Computer Graphics Sponsor	2%
Authorized Clubs in existence for more than one year	2%
Authorized Clubs during first year of existence	1%
Challenge Bowl Sponsor	4%
Science Olympiad Sponsor	4%

6.12.1.1 Senior High Play/Musical Productions

School Play Director	8%
Musical Technical Director.....	7%
School Play Assistant Director	6%
Musical Orchestra Director.....	6%
School Play Technical Director	6%
Musical Director	11%

Musical Choral Director.....	7%
Musical Technical Director	7%
Musical Orchestra Director	6%

Support Staff

BHS Productions shall pay its support staff stipends from its internal account. The play/musical support staff not listed in 6.12.1.1 shall receive lump sum payments commensurate with the performance of their duties for each production. The moneys will total a minimum of \$900 per production but not exceed \$2,200 per production.

Art Assistant	Art Director	Choreography	Ushers
Costumes	Lighting and Sound	Make-up	
Patrons	Programs	Properties	
Publicity	Technical Assistants	Tickets	

All the above assignments constitute the total pay involved for both activities with the exception of the choreographer who would be involved in the musical only.

6.12.2 Middle School

Band Director	3%
Camp Director	1%
Newspaper Sponsor	2%
Noon Activities Coordinator.....	3%
(each of 2)	
School Play Director	4%
Student Council.....	4%
Vocal Music	3%
Yearbook Sponsor.....	4%
National Junior Honor Society....	4%
Intramural Coordinator	9%
Intramural Sponsor \$28.40/hr	
(.0008 BA Rate)	

6.12.3 Elementary

Elementary Extra Curricular Assignment (each building) 14%

6.12.4 General

Library Services Coordinator - 1% of the BA Step -0-,

6.12.5 Extra Pay

High School Counselor Dept. Chair	15 days
High School Counselors.....	10 days
Middle School Counselors	3 days
High School Library	5 days
Middle School Library	5 days
Elementary Library	3 days
Co-op Coordinator	8 days
High School Special Education	
Registration Counselor.....	8 days

Additional days will be worked prior to, or at the conclusion of, the teacher work-year.

6.13 Permanent Substitutes, Alternative Education, Tuition Preschool and GSRP Teachers:

Alternative Education: \$28.96
.0008 BA Step 0

Tuition Preschool: \$20.86
.00575 BA Step 0

GSRP: \$28.96
.0008 BA Step 0

Permanent Substitute

A permanent substitute is an individual contracted by the District to a specific level (elementary, middle school, high school) to act as a substitute on a day-to-day basis.

6.13.1 Permanent substitutes shall be paid the substitute rate in the district, \$80 per day.

6.13.2 Those substitutes desiring hospitalization coverage shall have access to such coverage. The District will select the carrier and will pay 80% of the premium, single or full family.

6.13.3 Permanent substitutes shall receive one sick leave day for every eighteen days worked. One of these days per school year may be used for personal business.

6.13.4 Conditional employees, employees hired prior to the State Police completing a criminal record check, may be discharged when the district receives the results of

criminal records check. The parties recognize Public Act 99 of 1992 specifies the Union is not obligated to represent a conditional employee in this discharge.

6.13.5 The MSRP teacher shall be paid at the same rate as the alternative education teacher.

An MSRP teacher desiring hospitalization coverage shall have access to such coverage. The District will select the carrier and will pay 80% of the premium.

An MSRP teacher shall receive one sick leave day for every eighteen (18) days worked. One of these days per school year may be used for personal business.

6.14 Department Chairperson/Representative Pay Schedule:

6.14.1 Middle School Department Chairpersons/Representatives shall receive a percentage of the bachelor's degree up to and including Step 5. The percentage will be applied to the step on the salary schedule which corresponds to the number of years' experience an individual has had in the assignment. The Chairperson/Representative shall receive two-tenths (2/10) of one (1) percent per each class period taught through that department.

6.14.2 Department Chairpersons/Representatives shall receive a percentage of the bachelor's degree up to and including Step 5. The percentage will be applied to the step on the salary schedule which corresponds to the number of years' experience an individual has had in the assignment. The Chairperson/Representative shall receive two-tenths (2/10) of one (1) percent per each class period taught through that department.

Those high school chair people whose departmental sections do not qualify them for a released hour as chairperson shall receive an additional \$400 besides the amount stated above.

6.14.2.1 Every three years, the high school administration will request each high school department to submit the names of up to 3 interested candidates. If the current department chairperson desires to be considered, his/her name shall be included in the list of interested candidates. The principal will then make the final decision as to the chairpersons to be selected.

6.14.2.2 A department chairperson will be provided in the senior high school whenever a department contains two or more teachers who teach at least two or more department classes. The department chairperson shall counsel and assist teachers, shall serve, upon request, as a resource person for the Employer in the evaluation of teachers, exercise the coordination of programs and materials, and shall serve as instructional liaison between the teacher of the department and the school administration. One hour of release time "per day" will be provided in departments containing six or more who teach two or more department classes unless school time is provided. School time will be provided for evaluation at the discretion of the building principal.

6.15 Teachers substituting or assigned during their preparation period shall receive 1/6 of their per diem rate.

- 6.15.1 Employees teaching in the middle school, high school, and elementary (if the elementary schools are ever placed on an hour format similar to the secondary schools) who substitute during their preparation period may receive, in lieu of the specified substitute rate, a prorata credit for additional personal business days. An employee desiring additional personal business days for subbing, must elect at the first of the school year to take their first 12 sub periods as personal business. The number of personal business days that can be earned and used under this provision is limited to two (2) per year. These personal business days are subject to all the limitations of a personal business day (10.4) including conversion to sick leave at the end of the year.
- 6.16 Teachers shall be paid an allowance up to the amount per mile allowed by the IRS for use of personal cars for field trips and other authorized school business. The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport children as provided in this section. Authorized school business includes mandatory seminars or workshops where mileage approval has been prearranged.
- 6.17 Compensation for (actual) performance of camp duties shall be two (2) personal business days.
- 6.17.1 These personal business days shall have the same limitations as outlined in 10.4.
- 6.17.2 Teachers participating in first semester camp programs shall be able to utilize their personal business days immediately in the fall (prior to their actual performance).
- 6.17.3 Teachers participating in second semester camp programs shall be able to utilize their personal business days during the spring semester or the following fall semester.
- 6.17.4 An employee shall not lose accumulated sick leave time or personal business day credit because of his/her participation in an employer approved camp program or a school field trip.
- 6.18 The High School Noon-Hour Supervisor shall be paid for a year's service 6% of the bachelor's degree minimum. When a Noon-Hour Supervisor is unavailable, a prorata deduction shall be made in the stipend. Payment shall be on a semester basis.
- 6.18.1 The teachers shall not be required to supervise students eating breakfast in the cafeteria.
- 6.19 Homebound teachers shall be paid an hourly rate commensurate with the alternative education pay schedule.
- 6.20 The school district shall reimburse teachers for the cost of teacher certification renewal to a maximum \$125.
- 6.21 Retirement Severance
- An employee retiring under the Michigan School Employee's Retirement System and having fifteen (15) service years of in-district service, shall receive a one-time retirement grant. The retiree shall be paid fifteen (15) dollars per unused accumulated sick days to a maximum of 70 days with a maximum grant of \$1,050.

- 6.22 It is recognized that proper planning and staffing necessitates the knowing of vacant positions; therefore, individuals who unconditionally serve notice of termination or retirement for a succeeding school year by April 1 of the then current school year shall receive a termination bonus of \$750. Those persons who unconditionally serve notice of termination or retirement for a succeeding school year between April 1 and May 31 shall receive a \$500 bonus. Those individuals who unconditionally serve notice of termination or retirement for the succeeding year between June 1 and June 30 shall receive a \$300 bonus. No bonus under this subsection shall be paid to a teacher serving official notice of retirement or termination for a succeeding year after June 30.
- 6.23 A teacher who is laid off under this agreement and who is paid unemployment compensation based on such layoff during the summer immediately following layoff and who is subsequently recalled on or before the first student day of the next school year to a bargaining unit position which would (in the absence of layoff) have paid the teacher compensation equal to or greater than that paid at the time of layoff, will be paid for such next school year at an annual salary rate which, when the amount of unemployment compensation received by the teacher is added thereto, will be equal to the rate of salary he/she would have earned for such next school year had he/she not been laid off.

ARTICLE VII TEACHING CONDITIONS

- 7.1 The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education; that is the goal of both the teacher and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at assuring that the energy of the teacher is primarily utilized in this end.

ELEMENTARY SCHOOLS AND AUTHORIZED BASIC CLASSES IN SECONDARY SCHOOLS

Because the pupil-teacher ratio is an important aspect of the effective educational program:

1. The parties agree that class size should be lowered whenever possible to meet the following optimum standards:

A. Class Sizes:	Optimum	Maximum
Kindergarten	25	28
Grades 1 through 5	27	30
Authorized Basic Class, Grades 6 through 12	20	22

 - B. Whenever possible, without adding staff or moving students from one school building to another, the school district will have class sizes for split classrooms in grades 1-5 two students lower than the class maximum.
2. Grievances may be filed on class size situations which occur or exist on or before the official student count day.
3. In no event shall the class size exceed the agreed to maximum, except:

- A. After the official student count day
- B. Before the official student count day, if the following criteria is met:
 - 1. Due to a very unusual and unforeseen influx in student enrollment.
 - 2. Or, when foreseen enrollment exceeds maximums and is mutually recommended by at least one of the following committees accordingly:
 - a. Building Level Committee - Shall be composed of a Union representative appointed by the President of the Union to represent those teachers involved and the building administrator. Recommendation(s) of said committee(s) must be reduced to writing listing the specifics of the exception(s) to include building, grade assignment, and exact anticipated class size number. Copies signed by both members of the committee(s) must be forwarded to the parties on or about May 15, preceding the fall enrollment date of the same year.
 - b. Administrative Level Committee - Shall be composed of the Director of Personnel and an officer of the Union appointed by the President of the Union. Said committee shall review and make recommendations of said situation forwarded from the Building Level Committee. Copies signed by both members of the committee must be forwarded to the Union and the Board within ten (10) days after said meeting. Said recommendations should be forwarded on or about May 30, preceding the fall enrollment of the same year.
 - c. Upon mutual agreement by either level committee of solutions to specific situations exceeding the class size maximums, and said solutions are implemented by the Board of Education, these specified situations, as agreed to, for that year are no longer grievable. However, if the Board does not implement a solution that has been mutually agreed upon by either committee, the specific situation may be grievable.
 - 4. Or, in situations where teacher(s) involved have voluntarily agreed in writing to exceed the above agreed to maximums, those class size situations shall be no longer grievable. Signed copies of said agreements listing specifics of said agreements including the exceeded class size number shall be forwarded to the parties within ten (10) days after such agreement.
 - 5. Or, other valid reasons due to unforeseen emergencies, not including an influx in student enrollment, after concurrence with the Union. Copies of said concurrence by both parties shall be forwarded to both parties within ten (10) days after said occurrence.

SECONDARY SCHOOLS AND THOSE AREAS NOT COVERED IN THE ABOVE PROVISION

Because the pupil-teacher ratio is an important aspect of an effective educational program:

1. The parties agree that class size should be lowered whenever economically possible and will strive for the following maximum:
 - A. Special Education classes - State mandated caseload maximums including any RESA class size waivers.
 - B. Secondary art, English, social studies, mathematics, science, language and business classes - 25
 - C. Physical education classes - 40
 - D. Study hall – 100 pupils per teacher
 - E. Special facility areas shall be guided by total number of work stations available.

7.1.1 In the event that there is more than one available teacher and/or more than one available class, every effort will be made to keep the classes balanced. However, the total instructional program of the individual student and the total building shall also be taken into consideration. The decision of the building administrator as to the placement of the student, shall, however, be final.

7.2 The Superintendent shall, at the beginning of each semester, forward to the Union a report on the status of the class sizes in the district.

7.3 For the 2005-06 school year, the faculty work year was changed from 184 days to 176 days. The student days were reduced from 178 days to 170 days. The instructional day was increased by twenty (20) minutes for the 2005-06 school year.

In future years, should revenue allow the school district to schedule additional instructional days, the district may return to 184 work days, 178 student days, and reduce the instructional day by 20 minutes.

The teaching hours in the elementary and secondary schools shall be subject to the modification and meeting any unique needs as long as there is no increase in the total hours (7 hours and 35 minutes) of work or times otherwise negotiated and set forth in this Agreement.

Teachers shall be at their assignment prior to the scheduled arrival of their students.

Teachers may leave their school building, providing their teaching obligations are fulfilled, at the conclusion of their 7 hours and 35 minute work day.

7.3.1 A teacher who is assigned to the third shift shall be allowed to leave immediately following the dismissal of the students and the fulfillment of assigned duties if the teacher is enrolled in an accredited course at either a college or university meeting within an hour of the end of the teacher's regular day. Proof of such enrollment must be submitted to the building administrator at the beginning of each college or university term before said teacher may be entitled to the above early dismissal.

Before enrolling, a teacher must secure in advance the approval of the building administrator to insure against conflicting school activities, including those listed in 7.6.

7.4 All teachers shall have at least a thirty (30) minute duty-free lunch period.

7.4.1 The Board will make every reasonable effort to equitably distribute the instruction time for the art, music, physical education and media teachers throughout the week.

7.5 The Board shall furnish, without charge, one (1) pair of athletic shoes per year for all physical education teachers; smocks for art teachers, life management teachers, science laboratory teachers; and shop coats for vocational and industrial education teachers. The Board shall make the sole determination as to whether particular items mentioned above should be laundered or replaced.

7.6 The teachers recognize that their responsibility to their profession requires a performance of duties that involve the expenditure of time beyond that of the normal working day. In recognition, the teacher will make available and be present according to the following schedule:

A. Elementary

1. At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly thirty minute period either before or after the regular school day for building meetings. This meeting will not exceed thirty minutes. This established time and day shall be considered permanent for the school year unless the teachers and the building administrator agree to a change. The teachers are obligated to be available for this weekly meeting, making no other commitments that may interrupt this responsibility.
2. The teacher shall also be available for the scheduled curriculum planning meeting, as outlined in 7.6.4.
3. No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.
4. The teacher shall also make time available for regular scheduled Parent-Teacher Conferences. Building staffs may choose to provide one evening of conference time (equal to 1/2 day). In exchange for this service, staffs may choose early departure (1/2 day) for a regularly scheduled conference afternoon.

B. Secondary

1. At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly thirty minute period either before or after the teachers' regular school day for building meetings. This meeting will not exceed thirty minutes. This established time and day shall be considered permanent for

the school year unless the teachers and building administrator agree to a change. The teachers are obligated to be available for this weekly meeting, making no other commitments that may interrupt this responsibility.

2. The teacher shall be available for the scheduled curriculum planning meeting, as outlined in 7.6.4.
 3. No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.
 4. Teachers may not be assigned to Saturday functions except for the Junior Prom, the Senior Prom, and Homecoming Dance, nor will a teacher be assigned to more than two (2) dances.
 5. The teacher shall also make time available for regular scheduled Parent-Teacher Conferences. Secondary Parent/Teacher Conferences will be as scheduled:
 - One (1) afternoon and two (2) evening conferences shall be allocated for fall conferences.
 - One (1) afternoon and one (1) evening conference shall be allocated for conferences in the spring.
- 7.6.1 In addition, the teacher will make time available for any emergencies that may arise at their respective buildings as deemed necessary by the building administrator or his designee to include emergency meetings. A follow-up report, in writing, of said emergency must be forwarded to the building Union representative within five (5) working days.
- 7.6.2 The building administrator shall post or publish an agenda at least one day prior to the established weekly building meetings established by 7.6 except when an emergency arises preventing the same.
- 7.6.2.1 A section of the agenda will remain open for items of importance to the building staff.
- 7.6.2.2 If an agenda is not posted according to 7.6.2, a regular weekly building meeting will not be convened.
- 7.6.3 Each teacher shall receive prior notice of events scheduled in their building for that week so that lessons can be constructed to coincide with building events except in the case of emergencies.
- 7.6.4 A Professional Development/MEAP day shall be scheduled to be in compliance with state requirements for full funding. Each Professional Development/MEAP release day will be designated as per district calendar of events, unless unforeseen events dictate the changing of a specific Professional Development/MEAP day within each individual month.

7.6.4.1 The responsibility for planning the programs for each Professional Development/MEAP Day, except September, shall be that of the Professional Development/MEAP Committee for the coming school year.

A. The Professional Development/MEAP Committee shall:

1. Plan all curriculum release days except September.
2. Publish the intent of the forthcoming Professional Development Day prior to said meeting and post in each school building.
3. Evaluate the total activities of the Professional Development days prior to the end of the school year and make recommendations for future activities.

B. The Professional Development/MEAP Committee shall be composed of:

1. One elementary teacher from each building, two middle school teachers (one from each middle school), and two senior high school teachers, all of whom shall be appointed by the Union.
2. An elementary administrator, middle school administrator, and a high school administrator, all of whom shall be appointed by the Superintendent.
3. The Director of Instruction.

7.6.4.2 The Department Chairperson, Representative and/or the Building Representative shall:

- A. Submit to the Professional Development/MEAP Committee, via the Director of Instruction, desired topics and intended goals for each Professional Development Day on or before the regularly scheduled Professional Development/MEAP Committee meeting.
- B. Submit a report to the Professional Development/MEAP Committee, a review via the Director of Instruction, of each Professional Development Day within one week following each Professional Development Day.

7.7 Every effort will be made, where economically possible, to make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for employee use, and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge.

7.8 Reasonable telephone facilities shall be made available to teachers for their appropriate use.

7.9 In all schools of the system, a vending machine for beverages shall be installed in the employees' lounge at the request of the Union with the proceeds to go to the building flower fund. It is understood that the Union will assume all costs of the installing and servicing of the vending machines.

- 7.10 Every effort will be made to have adequate paved parking facilities made available to employees for their exclusive use.
- 7.11 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the Board and the Union will confer from time to time for the purpose of improving the selection and use of such educational tools, the Board retaining the final authority in these matters.
- 7.11.1 Because the Board recognizes that appropriate texts are tools of the teaching profession, the Board shall take necessary steps to insure the efficient ordering of textbooks and other classroom materials when increasing class enrollments deplete existing supplies.
- 7.12 The Board will provide a budget allocation for the use in the expansion of a professional library and in-service training, the amount of which will be determined by the availability of funds.
- 7.13 It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at assuring that the energy of the teacher is primarily utilized in this end.

To insure this primary utilization, no teacher shall be required to perform extra non-educational duties or assignments that may interfere with the teacher's primary function.

No teacher shall be required to:

- 7.13.1 Grade standardized tests other than those specifically designated as Chapter 3 or ESEA Title I materials, unless request is submitted in writing by the teacher administering a special test.
- 7.13.2 Give up duty-free lunch except in cases of emergency or preparation time except in cases of emergency and middle school assemblies which shall be scheduled on an equitable basis.
- 7.13.3 No elementary teacher, other than kindergarten, shall be required to be on duty more than two (2) recess periods each week, except in situations that are impossible to cover and these will be handled on an equitable basis.
- 7.14 Professional Development
- 7.14.1 The parties support the principle of continuing training for teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.
- 7.14.2 The school district shall make every effort to make available at least two (2) courses on the graduate level from an accredited college or university each semester provided that these arrangements can be made with an accredited college or university.

- 7.14.3 Every effort shall be made through the Professional Development/MEAP Committee for after school workshops, conferences, and programs designed to improve the quality of instruction that are mutually agreed upon by the parties. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.
- 7.14.4 The parties acknowledge that the state funded Professional Development/MEAP Committee was created to provide opportunities for additional training and inservice education.
- 7.15 If an employee requests, the employer shall transport the employee's teaching materials when a transfer occurs. Such material shall be appropriately packed and boxed by the requesting employee. The employer shall take no responsibility for damage, loss, or breakage.
- 7.16 The Board supports the concept of the orderly development and systematic review of curriculum. Teachers are encouraged to participate in this process through the Professional Development/MEAP Committee.
- The Professional Development/MEAP Committee will be concerned with curricular programs and textbooks and changes which may occur in these areas. The Director of Instruction will chair the Professional Development/MEAP Committee and may make recommendations on its behalf to the Superintendent and Board of Education.
- The Professional Development/MEAP Committee will meet when necessary. Meetings may be called when mutually agreed upon by the Director of Instruction and the V.B.E.A. President. Meetings will be held alternately during the school day and after student dismissal.
- Members of the Professional Development/MEAP Committee will consist of at least a teacher from each of the three levels, an administrator from each of those levels, three parent or citizen representatives, and the Director of Instruction. Professional Development/MEAP Committee membership may be expanded by the Director of Instruction when deemed necessary. The President of the VBEA will select the teacher representatives.
- The Professional Development/MEAP Committee may determine when and how data are to be gathered from staff or parents affected by curriculum or textbook changes and the appropriate informational and/or in-service education activities necessary to implement new or altered programs.
- 7.17 If a new course is to be created, at least two department members shall be appointed by the building administrator to work with the administration in determining course content and materials needed to implement the proposed course and released time shall be provided if so determined by the administration.
- 7.18 The district will provide facilities for itinerant staff, whenever possible.

7.19 Medically Fragile Students

7.19.1 No teacher shall be required to perform regular medical or regular hygiene procedures for students such as suctioning, catheterization or attending to any personal hygiene or medical need(s) of the student(s).

Teachers shall receive training for emergency situations dealing with medically fragile students in which they come in contact.

Medically fragile students enrolled in a class, which frequently engages in an activity which would endanger the student's health (unless the student has one-to-one supervision), shall be provided a paraprofessional for that portion of the activity.

7.20 School Improvement/Site-Based Decision Making

The conditions which follow shall govern employee participation in any and all plans, or projects included in the term school improvement.

- A. Participation on school improvement committees is voluntary.
- B. The Master Agreement may not be modified in whole, or in part. Any school improvement decisions affecting member working conditions will be approved by the Executive Board of the VBEA before implementation and memorialized in a letter of understanding.
- C. Decisions of committees must be approved by 60% of the members who will be affected by the decision. All decisions of school improvement committees will be for a specific duration not to exceed two school years.
- D. The committees are free to address topics affecting school programs, but shall not address salaries, benefits or teacher performance, or in any way nullify the collective bargaining agreement.
- E. The VBEA and the Van Buren Board of Education support the school improvement process.

ARTICLE VIII TEACHING LOADS AND ASSIGNMENTS

8.1 The normal teacher's week in the High School shall consist of 25 assigned periods, 5 unassigned preparation periods, and homeroom, hall supervision, or equivalent assignment.

8.1.1 In grades 6-8 of the Middle School, the normal teaching load will be 5 homeroom or hall supervision assignments, 25 assigned periods, 5 unassigned preparation periods, and 5 lunchroom or supervised study periods. Upon request of the teacher, the noon responsibility may be altered.

8.1.2 The normal weekly teaching load in the Elementary Schools (grades K-5) is to be no more than 25 hours and 50 minutes of assigned periods and no less than 4 hours, 10

minutes (250 minutes) of unassigned preparation time. The Board agrees to provide a minimum of thirty (30) minutes per day.

- 8.2 No departure from these norms, except in case of emergency or extenuating circumstances shall be authorized. In the event of any disagreement between the representative of the Board and the Union as to the need and desirability of such deviation, the matter may be processed through the Professional Negotiation Procedure hereinafter set forth.
- 8.3 The work year for the Community Education Off Campus Coordinator shall be 40 hours per week, with some evenings involved, for 185 days per year. The Community Education Off Campus Coordinator shall receive no additional compensation for the hours he/she works above and beyond that of the K-12 teacher in the contract. Prorata additional compensation shall be paid for days worked beyond the contractual 185 days. Such days will be scheduled at the discretion of the supervisor of adult education.
- 8.4 The union will be provided a list specifying district seniority and the areas for which each teacher is certified and qualified as defined by 8.4.1. A similar list shall be posted in each school building throughout the district.
- 8.4.1 District seniority shall be defined as continuous service in the school district. Time spent as an administrator in Van Buren shall be included in the definition of continuous service in the school district.
- A. For seniority accrued from September 1, 1985 through September 1, 1993, seniority shall not accrue during:
1. Any unpaid time for whatever reason.
 2. Any unpaid leave of absence, except for military leave as provided by statute.
 3. Layoffs, except up to one year seniority (for career maximum of one year seniority) may be earned while on layoff.
- B. Effective September 1, 1993, continuous service shall include time on layoff or leave.
- C. Seniority shall be broken for the following reasons:
1. If the employee resigns or retires.
 2. If the employee does not return to work when recalled from layoff with a timely notification period.
 3. If the employee fails to report for work on the first regularly scheduled work day following the expiration of any employee's leave of absence or fails to secure an approved extension of a leave of absence.
 4. If a probationary employee is laid off longer than his/her accumulated seniority.
 5. If a tenure employee is laid off longer than 6 years.
- 8..4.1.1 The seniority list shall be posted in all school buildings by November 1 and until November 10. It shall be the responsibility of the Union and

each employee to promptly check the seniority list. If an employee or the Union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (Nov. 20) of the list's final day of posting. If no challenges are made within the 10 day period, the seniority list shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After November 20, the seniority list shall be frozen until reposted on March 1.

8.4.1.2 The seniority list shall be posted in all school buildings by March 1 and until March 10. It shall be the responsibility of the Union and each employee to promptly check the seniority list. If an employee or the Union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (March 20) of the list's final day of posting. If no challenges are made within the 10 day period, the seniority list shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After March 20, the seniority list shall be frozen until reposted November 1.

8.4.1.3 The seniority date shall be established first by the initial day of work for which teaching certification is necessary. Where duplication exists, the contract signing date by the employee shall be used.

8.4.1.3.1 The method of resolving further duplication of employee's seniority date so affected shall be as follows:

All individuals will participate in a drawing, by lot, to determine their position on the seniority list. The Employer will notify the Union and each employee so affected in writing of the date, place, and time of the drawing. The drawing will reasonably allow affected employees and the Union or Local Association representatives to be in attendance.

8.4.1.3.2 Teachers on layoff status may purchase, at their own expense, if available, hospitalization, life, and dental insurance as a member of their group at a rate and method of payment determined by the carrier and the School Business Office for a period not to exceed one (1) year.

8.5 An individual shall not qualify to be a part-time teacher because of acceptance of assignment(s) in the following areas:

- a. Driver Education (car/classroom)
- b. Extracurricular
- c. Coaching

8.6 Mentor Teachers

- 8.6.1 A Mentor teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.
- 8.6.2 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- 8.6.3 A Mentor Teacher shall be assigned in accordance with the following:
- 8.6.3.1 The Mentor Teacher shall be a tenured member of the bargaining unit.
 - 8.6.3.2 Participation as Mentor Teacher shall be voluntary.
 - 8.6.3.3 The District shall immediately notify the Association of those members requiring a Mentor assignment or of any affected member whose classroom assignment has changed. The building administrator shall select the Mentor with input from two staff members chosen by the building faculty members at large.
 - 8.6.3.4 Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
 - 8.6.3.5 The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after eight (8) months. The appointment may be renewed in succeeding years.
 - 8.6.3.6 The Mentor Teacher shall be assigned to no more than two (2) Mentees.
- 8.6.7 Suggested standards for release time for the Mentee will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
- 8.6.8 A minimum of once a year, both Mentors and Mentees will be updated on the legal ramifications of said program.
- 8.6.9 Mentor teachers shall be paid a stipend of \$125 per semester.

**ARTICLE IX
VACANCIES, PROMOTIONS AND TRANSFERS**

- 9.1 It shall be understood that any vacant extracurricular assignment be posted for the regular staff first. If the position is not filled from the regular staff, then teachers on the layoff list shall be given the next priority.
- 9.1.1 Laid off teachers desiring to accept a retained extracurricular activities assignment shall receive the rate agreed to in the Master Agreement.
- 9.1.2 The Board's decision will be binding unless it violates this Master Agreement.

**ARTICLE X
LEAVE POLICY**

- 10.1 Teachers shall be granted a sick leave allowance of ten (10) days per year. The first three (3) sick leave days used by a teacher during a school year shall be paid out for all purposes at the teacher's daily rate. Beginning with the fourth sick leave day used during a school year, a sick leave day shall be paid for all purposes at two-thirds (2/3) of the teacher's daily rate (i.e. if a teacher's daily rate is \$300, the teacher would receive \$200 for use of a sick day). However, if a teacher is hospitalized or otherwise incapacitated for health reasons for five consecutive days as verified by a medical doctor, then sick leave days used to cover such hospitalization/incapacitation shall be paid out for all purposes at the teacher's daily rate. (It is understood that to reduce administrative costs, a teacher may initially receive his/her daily rate for use of a sick day even though it should be paid out at two-thirds (2/3) the teacher's daily rate, with an adjustment in pay at a later time made via payroll deduction. Accumulation of sick leave days is unlimited. These days may be used as follows:
- A. Sick leave days may be used for personal illness, quarantine, or a medically defined and physician confirmed (M.D. or D.O. only) disability.
- B. A maximum of five (5) sick leave days per year will be allowed in the case of an illness of a member of the immediate family when no other arrangements can be made. Additional days may be granted if documentation is provided to the Human Resources Director not to exceed the maximum number of days contemplated by the FMLA. In this instance, "immediate family" shall be defined as a spouse, children, parents, parents-in-law, grandparents or other relatives living in the same household with the teacher.
- C. An individual who is aware of a pending disability that has a substantial likelihood of requiring the employee to be absent from the school district, shall inform the employer of the anticipated nature and duration of such absence and provide the employer with documentation (M.D. or D.O. only) substantiating such. Such notification shall be provided as soon as the pending disability is known and must be updated if changes occur regarding said notification. An employee may elect not to use paid sick leave days for pregnancy-related disabilities.

- D. Any teacher who is absent for more than five (5) consecutive instructional days must provide the Director of Personnel with a medical doctor's certificate verifying that the teacher is unable to work. Such verification must be furnished to the Personnel Director at the earliest possible date in order for the absence to be approved.
- E. Employees are expected to maintain a reasonable absence record. An employee absent, without extenuating circumstances, in excess of his/her accumulated sick leave shall be disciplined according to the following schedule:

- 1st occurrence – verbal reprimand
- 2nd occurrence – written reprimand
- 3rd occurrence – one day suspension
- 4th occurrence – discharge

The following types of absences shall not be the basis of discipline:

- Absences of five consecutive days or more which are justified by a physician's statement
- Absences due to a medically documented chronic condition
- Absences included under the Family Medical Leave Act

- 10.2 Any teacher whose personal illness extends beyond the period compensated shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness, but not to exceed a period of twelve (12) months. Upon written request by the teacher, an extension may be granted by the Board.

A statement from the teacher's personal physician should be furnished upon request by the Board before return to employment in the district is permitted. The Board reserves the sole right to select a physician of its own choosing and at its own expense to verify such statement.

- 10.3 Funeral Leave - When death occurs in the employee's immediate family, i.e. parent, step-parent, grandparent, brother or sister, step-brother or step-sister, parent, step-parent or grandparent of a current spouse, the employee will be permitted to use sick leave during the period commencing with the date of death and ending with the second calendar day after the day of the funeral not to exceed five (5) work days. The above limitations do not apply in the case of death of a spouse or children of the teacher.

10.3.1 A maximum of one (1) day of sick leave per funeral will be allowed to attend the funeral of other relatives or close friends not mentioned in the above paragraph.

10.3.2 An additional sick day may be approved for funerals involving extensive travel or if the employee has legal responsibilities for the probating of the estate.

- 10.4 Personal Business Days - Two (2) days of the ten (10) days of sick leave allowance provided to teachers will be allowed in any one year for "personal business", providing it does not fall on a day immediately preceding or following a holiday or vacation period. Personal business days should not be used to extend a vacation period or holiday. The teacher must receive permission from the administrator at least one day prior to a personal business day. Any unused personal business days will be added to the accumulated sick leave at the end of each school year.

- 10.4.1 Beginning September, 2010 and through June, 2012, personal business days may be taken on a day immediately preceding or following a vacation period or holiday. On any day no more than fifteen (15) teachers shall be eligible district wide with no more than three (3) teachers per day for the high school and no more than two (2) teachers per day for any other building. Subsection 10.4.1 terminates August 31, 2012.
- 10.5 All absence, other than sick leave or personal business will be considered a leave of absence with loss of pay for the period of such absence. A day's pay under this clause will be: 2003-2004 school year – one-one hundred eighty-fourth (1/184) of the yearly contractual salary for those employees with ten month contracts; 2004-2005 school year – one-one hundred eighty-fourth (1/184) of the yearly contractual salary for those employees with ten month contracts.
- 10.6 Any teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an Arbitration, Negotiation, Mediation or Fact Finding proceeding shall be released with pay and not charged to their leave allowance, providing, however, that any compensation, excluding mileage, received by the teacher for such proceedings shall be remitted to the Board.
- 10.6.1 Time necessary to take the selective service physical examination shall be with pay and not chargeable against the teacher's leave allowance.
- 10.7 Any teacher who is not able to report for duty because of injuries resulting from any performance of duties shall not have their absences charged against their accumulated leave days provided:
- A. That the injuries occurred on school property and/or during approved school activities.
 - B. That upon written request they submit a medical statement relative to the injury.
 - C. That the injury occurs during the performance of their duties and
 - D. That the injury be verified and approved according to the above provisions by the building administrator.
- 10.8 Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may elect, in the case such injury extends beyond the seven-day waiting period, to have the difference between their regular salary and the amount received from Worker's Compensation paid from the gross amount they are entitled to receive from their accumulated sick leave. Sick leave deductions will be prorated on the percentage used.
- 10.9 Sabbatical
- 10.9.1 On recommendation of the Superintendent, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school system. A maximum of one (1) teacher per year at one-half (1/2) the base salary may be granted a sabbatical leave in accordance with the following procedure:

- 10.9.2 Qualifications: An application for a sabbatical leave of absence may be filed with the Superintendent provided the following conditions are filled:
- A. The applicant possesses a Permanent, Continuing, or Professional Education Certificate.
 - B. The applicant has been employed by the Van Buren Board of Education as a contract teacher for at least seven (7) continuous years of service.
 - C. The applicant has not been granted a sabbatical leave of absence from the Van Buren Board of Education during the seven (7) years of continuous service.
 - D. The applicant signs an agreement to return to service with the Van Buren Board of Education immediately upon termination of sabbatical leave and continue in such service for a period of three (3) years unless causes beyond their control prevent, or to refund to the Van Buren Board of Education one-third (1/3) of the salary paid for the sabbatical for each year not served.
- 10.9.3 Applications:
- A. Applications for sabbatical leaves of absence must be filed not later than April 1st for a leave beginning the first semester of the following school year.
 - B. An applicant for sabbatical leave of absence shall file with the application an outlined program for the period requested for sabbatical leave.
 - C. If the request entails study at a university here or abroad, no further action is necessary on the part of the applicant except that a complete transcript of the courses taken be forwarded to the Superintendent's Office in Belleville upon completion of the studies. A minimum of eight (8) semester hours of graduate credit is required for each semester of sabbatical leave.
- 10.9.4 Salary Provisions: A teacher on sabbatical leave will be considered under contract to the Van Buren Board of Education and will receive one-half (1/2) the base salary they would receive as a full-time teacher for that year. Base salary includes the regular salary schedule and increment.
- 10.9.5 An interim report shall be filed at the midpoint for the period for which the leave is taken. The final report shall be due immediately following the applicant's return to service with the Van Buren Board of Education. These reports are to be mailed to the Superintendent.
- 10.9.6 Status while on sabbatical leave:
- A. A teacher on sabbatical leave shall be considered to be in the employ of the Van Buren Board of Education and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

- B. They shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the school district.
- C. The teacher shall be responsible for notifying the payroll department of the Van Buren Board of Education as to the place to which their checks should be addressed during their period of sabbatical leave. It is advisable to complete this arrangement before leaving the area.

10.10 Child Care Leave

- 10.10.1 A teacher, either actively employed or on layoff status, who is pregnant or whose spouse is pregnant, or who adopts a child, shall be entitled, upon request, to a child care leave as provided below.
- 10.10.2 Said teacher shall make such a request to the Superintendent, in writing, on the form(s) approved by the Board thirty (30) calendar days prior to the anticipated date of birth or adoption. In the event of adoption, the teacher shall provide the appropriate form(s) 30 days in advance, or as soon as is possible after learning the date of adoption. Included shall be: A physician's statement certifying pregnancy or paternity, a copy of the child's birth certificate, or notice from the adoption agency certifying the upcoming adoption, whichever is applicable.

Child care leave request packets are available in every building.

- 10.10.3 A teacher who is pregnant may continue in active employment as long as she desires, provided she is able to perform her required functions.
- 10.10.4 A teacher adopting a child one (1) year of age or less, shall be entitled to a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary to fulfill the requirements for adoption.

A teacher acquiring a child one (1) year of age or less through marriage or assuming the legal responsibilities for a family, shall be entitled, upon request, to a leave to commence at any time during the first year after acquiring said child or after the acquisition of the legal responsibilities for the family.

- 10.10.5 A teacher requesting a child care leave must elect one of the following leaves and only one leave will be granted per teacher, per birth, adoption, acquisition of a child through marriage, or assumption of legal responsibilities for a family. The Board may, however, elect to bring a teacher back prior to the expiration of the leave by mutual consent.
 - I. An unpaid leave for the remainder of the semester that the leave commenced.
 - II. An unpaid leave for a complete semester.

III. An unpaid leave for the remainder of the semester in which the leave commenced and the succeeding semester.

IV. An unpaid leave for two (2) complete semesters.

10.10.5.1 Accumulated sick leave time shall be used only for that time during which the employee is disabled. Employees intending to use birth related disability leave must comply with the notice provisions of 10.10.2.

Sick days may be used for pregnancy related disability, but not for child care. Generally, physicians define the period of disability as the six weeks following birth. If a teacher is disabled prior to delivery sick days may be used.

10.10.6 Leaves I-IV above shall not commence within the first ten (10) paid days of the new semester. A leave shall begin on the first calendar paid day following the last day worked. Teachers on leave at the beginning of a new school year shall not be credited with any benefits that accrue on that day.

10.10.7 If an employee desires to take both a disability leave and a non - FMLA child care leave, such leaves must be taken consecutively. Where a disability leave expires within four weeks (20 working days) prior to Christmas break in the first semester or twenty (20) working days prior to the last scheduled work day in the second semester, a teacher may elect to continue child care leave for the next two (2) complete semesters pursuant to 10.10.5 (IV). Any teacher who returns to teaching duties immediately following a disability leave shall not be eligible for a non -FMLA child care leave.

10.10.8 During a child care leave of absence, the teacher shall maintain tenure rights.

10.10.9 Insurance benefits can be maintained on a self-pay basis.

10.10.10 A teacher, upon resumption of active employment, shall have restored all benefits to which she/he was entitled at the time the leave commenced, including, without limitation, unused sick leave days. If a leave is for less than sixty (60) working days, benefits shall accrue as though the leave had not occurred. If the unpaid leave is for more than sixty (60) working days, benefits shall not accrue. If a minimum of twelve (12) weeks are worked in any semester, time shall accrue for salary advancement.

10.11 Purchase of Insurance Benefits

10.11.1 A teacher, while on a leave of absence, may purchase the insurance benefits provided for the bargaining unit as a member of his/her group at the rate determined by the insurance company provided said insurance carrier allows such purchase. If the above teacher misses two (2) payments for his/her fringe benefit package, the Employer and the Union will assume he/she no longer wishes to continue the option of group rates for fringe benefits.

10.12 Voluntary Leave

10.12.1 Upon application the Board will approve from one to three unpaid leaves of absence per school year, provided the leave is for one full school semester or year and the employee has taught at least ten (10) years for the Van Buren Schools at the time of application. A written request for unpaid leave must be submitted to the Personnel Office before April 1. If more than three employees apply for an unpaid leave, the three leaves will be determined by a lottery system as managed by the Board. The lottery will be held in April to approve three leaves for the following school year. Employees granted an unpaid leave of absence shall, upon the expiration of the leave, return to active employment provided that the employee is eligible to return to work according to the layoff and recall procedure of the contract. It is understood that employees returning from unpaid leave are not entitled to be placed in the same position and assignment they occupied prior to the leave. The employee shall be responsible for providing by December 1 or April 1, whichever is appropriate, written notification of his/her intent to resume active status as described in the leave application. Employees, who do not return to work at the expiration of their leave, shall forfeit all employment rights with the district and shall be terminated.

10.13 Voluntary Leave Requests received after April 1.

The Board, at its discretion, may consider voluntary leave applications which are received after April 1. Employees must submit applications no later than June 15. If approved the vacancies may be filled without posting and subject to the following:

- a. the position may be filled by a non-seniority accruing teacher.
- b. the position may be paid at the adult education rate.

Employees granted an unpaid leave of absence shall, upon the expiration of the leave, return to active employment provided that the employee is eligible to return to work according to the layoff and recall procedure of the contract. It is understood that employees returning from unpaid leave are not entitled to be placed in the same position and assignment they occupied prior to the leave. The employee shall be responsible for providing by December 1 or April 1, whichever is appropriate, written notification of his/her intent to resume active status as described in the leave application. Employees who do not return to work at the expiration of their leave, shall forfeit all employment rights with the district and shall be terminated.

10.14 Maximum Voluntary Leaves

Commencing with September 1, 1993, employees are eligible for a career maximum of one voluntary leave (either Article 10.12 or 10.13). Leaves taken prior to September 1993 shall not be included in the career maximum.

ARTICLE XI TEACHERS' RIGHTS

- 11.1 Each employee shall have the right to review the contents of their own personnel file as maintained by the Administrator or the Superintendent. If desired by the teacher, a representative of the Union may be present.
- 11.1.1 Employees will be given copies of all materials placed in their files within five (5) working days with the exception of college placement bureau credentials. Teachers shall also have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed materials and these notes or letters shall be attached to each file copy.
- 11.2 An employee shall be entitled to have present a representative of the Union when being disciplined for any alleged infraction or delinquency in professional performance. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Union is present.
- 11.3 The private and personal life of any teacher is not within the appropriate concern or attention of the Employer as long as it is consistent with the high standards which the teaching profession has set.
- 11.4 No restrictions shall be placed upon the freedom of the employee to use their own time for gainful employment insofar as it does not interfere with the satisfactory performance of their school duties.
- 11.5 Employees shall be entitled to full rights of citizenship. Presence or absence of religious or political activities outside of school shall not be grounds for discipline or discrimination against any teacher insofar as it does not interfere with satisfactory performance of their school duties and is consistent with the high standards which the teaching profession has set.
- 11.6 This agreement shall apply to all employees regardless of race, religion, national origin, sex, marital status or membership in any professional or employee organization.
- 11.7 Since the Employee's authority and effectiveness in their classroom or on school property is undermined when students discover that there is insufficient backing and support of the Employee, the Employer recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom or on school property, providing that the Employee is reasonably pursuing a legitimate duty.
- 11.8 Any case of assault upon an Employee shall be promptly reported in writing to the Employer or its designated representative. The Employer may, upon request, provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authority.
- 11.9 If any Employee is complained against or sued by reason of disciplinary action taken by the Employee against a student, the Employer may, upon request, provide legal counsel and render all necessary assistance to the Employee in their defense.

- 11.10 If any Employee is sued as a result of the performance of their duties, the Employer will provide legal counsel and render all necessary assistance to the employee in their defense.
- 11.11 The Employer will reimburse employees for, in the case of assaults, any loss, damage or destruction of clothing or personal property of the employee while on duty in the school or on the school premises. Proof of loss shall be furnished to the Employer within ten (10) days of the incident. The Employer shall not be obligated to pay more than \$200.00 for any one incident. If an employee is injured while performing his duty, free medical, surgical, or hospital care will be furnished by the Employer. If the Employer has insurance to cover such incidents, this will be deemed to be in compliance with this provision.
- 11.12 Any serious complaints by a parent of a student directed toward the employee shall be promptly called to the employee's attention and, if necessary, a conference will be called. Such complaint shall be reduced to writing and forwarded to the employee. A copy of the complaint and its disposition shall be kept in the employee's personnel file. The employee may reply in writing to the charge and their reply shall be attached to the copy of the complaint and kept in the employee's personnel file.
- 11.13 Day-to-day Substitute Teachers
- 11.13.1 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. This phone will have a recording device attached to it so that teachers may leave a recorded message. Teachers may call in at any time prior to: First Shift - 6 a.m., Second Shift - 6:30 a.m., and Third Shift - 7 a.m. Any teacher who knows he will be absent the next day should report in prior to 9:30 p.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.
- 11.13.2 Non-classroom teachers will not be used as substitute teachers except in case of extreme emergency. In cases where a teacher is used in one assignment for one-half (1/2) day or more, an explanation will be forwarded to the Union within five (5) days.
- 11.13.3 Whenever possible, the Board will provide qualified art and vocal music teachers. It will be the responsibility of the regular special teachers to have usable lesson plans and the instructional materials readily accessible for use by these substitutes.
- In the event that a qualified art or vocal music teacher is not available, a substitute will still be provided to cover these classes. At this time, it will be the responsibility of each regular special area teacher to provide the substitute with the necessary lesson plans and instructional materials to carry on a meaningful educational activity.
- 11.13.4 On returning to work following an absence, the classroom teacher will complete and submit to a person designated by the Board an evaluation of the substitute on an evaluation form agreed upon by the administration and the Union. This form, provided by the administrator, will be due at the end of the second day of returning to work.

ARTICLE XII
SCHOOL CALENDARS

12.1 Calendar Guidelines - The parties agree that the calendar will meet the state mandate for number of days/hours during the term of this agreement.

12.1.1 It shall be the responsibility of the Board to determine whether conditions are such as to warrant the closing of schools. When schools are closed because of severe, inclement weather, teachers shall be excused from duty except as required by law under the State School Aid Act.

12.2 School Calendars

12.2.1 The school calendars set forth below in this article are based on the state mandate for required number of days and/or hours. To insure provision of the required days/hours of student instruction, days/hours of student instruction which have been canceled will be rescheduled and the necessary modifications to the school calendar will be made by the Board.

In the event that pupil instructional days have been canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to insure provision of the required days/hours. In order to make up canceled days, instructional days will be added to the school calendar without additional compensation to teachers or expense to the Board to insure provision of the required instructional days.

2011 - 2012 School Calendar (169 student days; 176 teacher days)

August 30New PD Day
August 31Teacher PD Day
September 1½ Teacher Work Day
September 2No School
September 5Labor Day - No School
September 6Teacher Work Day - Half day for Students
November 8.....Teacher PD Day
November 16 & 17.....Elementary & Secondary Conferences
November 18.....1/2 Day for Teachers & Students
November 23, 24, & 25.....Thanksgiving Recess
November 28.....Classes Resume
December 23 – January 6.....Winter Recess
January 9Classes Resume
January 13Teacher PD Day
January 16Martin Luther King Day (no school)
January 25 & 26Semester Exams
January 27Records Day
February 17 - 20.....Mid-Winter Recess
February 21Classes Resume
March 9Teacher PD Day
March 15Secondary Conferences

March 16	1/2 Day for Teachers & Students (Secondary)
March 28 & 29	Elementary Conferences
March 30	1/2 Day for Teachers & Students (Elementary)
April 6	Spring Recess
April 16	Classes Resume
May 25	No School
May 28	Memorial Day
June 6 & 7	Exams
June 8	Records Day

For the 2012 – 2013 school year, the parties agree to a calendar with 178 student days and 184 teacher days, with the specific calendar schedule to be worked out by a committee of the parties. The length of the school day shall be reduced by twenty (20) minutes (consistent with Article 7.3 of current contract).

2012 - 2013 School Calendar (178 student days; 184 teacher days)

August 28	Teacher PD Day
August 29	Teacher PD Day
August 30	½ Teacher Work Day
August 31	No School
September 3	Labor Day - No School
September 4	Teacher Work Day - Half day for Students
September 26	Teacher PD Day
November 6	Teacher PD Day
November 14 & 15	Elementary & Secondary Conferences
November 16	1/2 Day for Teachers & Students
November 22, 23	Thanksgiving Recess
November 26	Classes Resume
December 24 – January 4	Winter Recess
January 7	Classes Resume
January 16 & 17	Semester Exams
January 18	Records Day
January 21	Martin Luther King Day (no school)
February 15 - 18	Mid-Winter Recess
February 19	Classes Resume
February 22	Teacher PD Day
March 14	Secondary Conferences
March 15	½ Day for Teachers and Students (Secondary)
March 20 & 21	Elementary Conferences
March 22	1/2 Day for Teachers & Students (Elementary)
March 29	Spring Recess
April 8	Classes Resume
May 27	Memorial Day
June 13 & 14	Exams
June 17	Records Day

12.3 The nurses' work year shall be ten (10) days longer than the teachers' work year.

12.4 Teachers' salaries are based on a work day calendar as specified in 12.2.1.

ARTICLE XIII GRIEVANCE PROCEDURE

13.1 Definitions:

13.1.1 Grievance: A grievance is a complaint submitted, in writing, by a teacher or the Union, hereinafter designated as the "grievant", involving any alleged violation, misinterpretation or misapplication of any provisions of this agreement.

13.1.2 Days: The term "days" when used in this section shall, except when otherwise noted, mean school days. Time limits may be extended by written agreement of both parties.

13.2 Every effort shall be made to resolve complaints at their inception. This grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved by discussion and cooperation at their inception.

13.3 Grievances shall be presented and adjusted in accordance with the following procedure:

13.3.1 Level One:

When a cause of Complaint occurs, the grievant shall request a meeting, within ninety (90) days, with their administrator or immediate supervisor in an effort to resolve the complaint. The Professional Rights and Responsibilities Committee of the Union shall be notified and may be present with the grievant at such meeting. The grievant may, within three (3) days formalize his/her complaint by proceeding to Level Two.

13.3.2 Level Two:

The grievant shall submit, in writing, within three (3) days of such meeting, a copy of the grievance to their administrator or immediate supervisor. If the particular grievance arises in more than one school building, a copy shall also be sent to the Superintendent and to the Union. The administrator or immediate supervisor shall, within five (5) days, render a written decision. A copy of the decision shall go to the grievant, the Union, and the Superintendent.

13.3.3 Level Three:

If the decision obtained at Level Two is unacceptable, or if no decision has been rendered within five (5) days from the date of submission of the grievance, the Union shall, within five (5) days, make a determination as to whether the grievance has merit. If the Union confirms the validity of the grievance, the Union may proceed to Level Four. The Union shall so notify the grievant and the Board's representative of its decision.

13.3.4 Level Four:

The Union shall submit the grievance to the Superintendent within five (5) days of the decision of the Union set forth in 13.3.3. Within ten (10) days after the submission of the grievance, the Superintendent or his designee shall conduct a hearing. The Union shall be given a five (5) day notice of the date and place of any hearing. The Superintendent shall have ten (10) days from the conclusion of the hearing to render his written decision.

13.3.5 Level Five:

In the event that the Union is not satisfied with the Superintendent's decision in Level Four, the grievance may be submitted to arbitration before an impartial arbitrator who is selected by the mutual consent of the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

13.4 Upon mutual agreement by both parties, a grievance may be expedited in the following manner:

- (1) The grievance shall be submitted in writing to the superintendent or his/her designee within the time frame specified in 13.3.1. Within five (5) school days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve this dispute.
- (2) If the grievance is not resolved to the Union's satisfaction within seven (7) school days of the initial meeting between the Superintendent or his designee and the Union, the Union may appeal the grievance to final and binding arbitration as provided in 13.3.5.

13.5 The expense of arbitration shall be shared equally by the Employer and Union.

13.6 Any individual employee at any time may present grievances to the Employer and have the grievance adjusted, without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such an adjustment.

13.7 An individual may withdraw their grievance at any level without prejudice on record. However, if in the judgment of the Union or its representative, the grievance presents an issue of importance, the Union may process the grievance at the appropriate level.

13.8 No reprisals of any kind shall be taken against any grievant or other participant in the grievance procedure.

- 13.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- 13.10 Any grievance not carried to the next step within the prescribed time limits agreed to, shall automatically have the grievance closed on the basis of last disposition and shall not be subject to further review unless stipulated to by the Employer and the Union. Notification of the Superintendent by the Union of intent to continue the grievance shall be deemed in compliance with the provision.
- 13.11 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
- A. Failure to re-employ any probationary bargaining unit employee or the placing of any non-tenure teacher on a third year of probation; provided that in either case the Board shall furnish said teacher a copy of reasons for such action and a copy of all evaluation reports. The failure to provide such reasons or reports may be the basis for a grievance under this Article.
 - B. Any claim or complaint which may be subject to the procedures specified in the Teachers' Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended).
- 13.12 In any matter concerning a Central Office decision, the Central Office administrator, at his initiation, may write a grievance response before a hearing is held at the Superintendent's level.
- 13.13 The Employer shall make available to the Union upon its request such available personnel information and reports related to the operation of the district as are necessary for the processing of grievances under this Article, provided nothing included herein is intended to require the employer to compile or present information in forms not customarily followed nor in forms not already compiled as provided by law.

ARTICLE XIV NEGOTIATION PROCEDURES

- 14.1 In all negotiations between the Employer and the Union, neither party shall have any control over the selection of the representatives of the other party. Each party may utilize the services or advice of persons outside of its membership.
- 14.2 It is contemplated that matters of common concern to the parties shall be subject to professional negotiations from time to time during the period of this Agreement upon mutual consent of the parties. The parties will reserve the first Thursday of November, January, March, May and July for meetings at the request of either party. The parties will request a meeting in writing and specifically identify the areas of concern.

ARTICLE XV MISCELLANEOUS

- 15.1 The Union shall deal with the ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Union and its membership to define acceptable but not the sole criteria of professional behavior and is to be considered a part of this contract.
- 15.2 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- 15.3 No employee covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement. All persons, upon ratification, are immediately restored to both regular and extra duties.
- 15.4 If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed null and void to the extent prescribed by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.
- 15.5 This Agreement will become effective upon ratification by both parties.
- 15.6 The use of all tobacco products will be prohibited within and on any and all buildings, facilities and vehicles owned or leased by or to the Van Buren Public Schools. This provision shall supersede any and all contrary and/or inconsistent policies, rules, regulations, or contract provisions with which it may conflict or modify.
- 15.6.1 The school district will arrange, at no cost to the employer or the employee, a smoking cessation overview program at least once a year.
- 15.7 Each elementary principal shall designate a teacher, or teachers, to serve as an administrative designee in the absence of the principal.
- 15.7.1 The administrative designee will fill in on a day-to-day basis for the building, but is not meant to replace the principal during absences due to long-term illness or accident. If a prolonged absence is known or foreseen, the vacancy will be posted in compliance with the administrator's Master Agreement.
- 15.7.2 By way of example, administrative designees will handle student discipline problems, deal with parental calls and concerns, act as decision maker and direct staff in emergencies, The Administrative Designee will not act as a supervisor of professional or support staff, or administer or cause anyone to administer any discipline, nor hire or fire, or evaluate.

- 15.7.3 In the event an issue is of such magnitude or specific and urgent enough in motive that an administrator is needed, a pre designated elementary principal will be called to the building. All six elementary principals have teamed with a fellow principal to determine the pre designated administrator. In the event the pre designated administrator is unavailable, central office personnel will be called to respond.
- 15.7.4 Administrative designees will be assigned and paid a stipend of \$30 per day (\$15 in the event of a half day. A half day is defined as a day when school is in session or students for a period of time not to exceed four hours.) in the event the building principal is away from the building for a period of four or more consecutive hours. Except in the event of illness or an emergency, absences of four or more consecutive hours will be pre-approved by central office administration.
- 15.7.5 The school district shall provide liability insurance for administrative designees subject to the provisions of the schools general liability policy.
- 15.8 The prohibited subjects of bargaining for teachers subject to the tenure act, shall nevertheless remain applicable to bargaining unit members who are not subject to the teacher tenure act.

LETTER OF UNDERSTANDING

VBEA President (Release Time)

- 1990-91 The VBEA paid \$2,046.50 to the district for 1/2 of one hour second semester for Dave Medley as the contract was not signed until after Christmas.
One hour for the full year being 1/6 of \$49,923 or \$8,320 ÷ 185 = \$45.00 per diem x 91 days (second semester) = \$4,093 and the VBEA paid 1/2 or \$2,046.50.
- 1991-92 The VBEA paid the district \$4,326.50 or 1/2 of \$8,653 which was 1/6 of the \$51,920 (full year salary of Mr. Medley).
- 1992-93 VBEA paid \$1,512 for 1/2 of 1/6 of salary for Mrs. Karen White-Twigg \$36,288 = \$3,024 then divided by 2 as she only served one semester or \$1,512.
- 1993-94 Ms. Coleman was released for a period of two hours. Mrs. Curtis served as counselor during the two hours and Mrs. Flores, a substitute teacher, was paid at the Adult Ed. rate for the two hours. The VBEA was invoiced for 1/2 of the cost. Two hours at the adult ed rate is 2 x 180 x 22.00 = \$7,920 ÷ 2 = \$3,960 for a savings of \$700. If Ms. Coleman would have been released for one hour and paid 1/6 of her salary the cost would have been \$4,666.
- 1994-2000 Ms. Coleman is released for two hours and a Teacher Designee serves as counselor during this period of time (7:15 a.m. to 9:15 a.m.) before reporting to his/her teaching assignment.

The schedule for the Teacher Designee is:

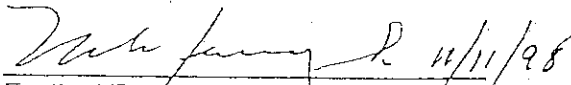
- 6:35 a.m. Report to Belleville High School
- 6:40 - 7:15 a.m. Unassigned time to compensate for the unassigned time he/she misses not being at his/her scheduled teaching assignment.
- 7:15 - 9:15 a.m. BHS counselor paid at the Adult Education rate
- 9:15 a.m. - 3:55 p.m. Teacher Designee reports to scheduled teaching assignment.

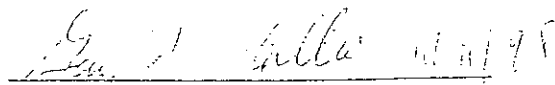
The Schedule for Ms. Coleman is:

- 8:15 a.m. Report to the High School or report directly to one of the buildings in which case she will notify the High School office (Mrs. Brendtke).
- 8:15 - 9:15 a.m. Release time. Ms. Coleman will check out with the High School office if she leaves the building during this time. Ms. Coleman will sign in upon returning from another building.
- 9:15 a.m. - 2:05 p.m. BHS (Counseling)
- 2:05 - 2:30 p.m. Unassigned time.
- 2:30 - 3:30 p.m. Release time. Ms. Coleman will sign out with the office if she leaves the building.

The VBEA will be invoiced for 1/2 of the Adult Education wages paid to the Teacher Designee (24.18 x 2 x 180) ÷ 2 = \$4,352

One (1) hour at 1/6 teacher rate (\$63,182) ÷ 2 = \$5,265

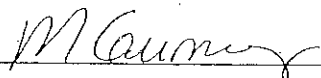

 For the VBEA _____ Date 11/11/98


 For the Board of Education _____ Date 11/11/98

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VAN BUREN SCHOOL DISTRICT
AND
THE VAN BUREN EDUCATION ASSOCIATION**

Pursuant to the provisions of Article 7, Section 20 of the Collective Bargaining Agreement, the Van Buren Board of Education and the Van Buren Education Association, in an effort to address student success at Belleville High School, agree to the implementation of the High School Restructuring Program under the following conditions:

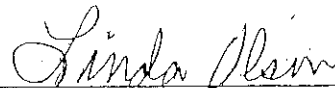
- The program will begin in the fall of the 2006-2007 school year and shall be for a 2 year duration. No later than May 1, 2008, the high school staff shall vote to either continue or discontinue the program.
- A seven period modified block schedule will be implemented in lieu of the current six period traditional schedule.
- Each teacher will be assigned to five instructional periods, an unassigned preparation period of at least 50 minutes, and an additional newly created assigned "duty prep" period.
- The provision of an average of 125 minutes of collaboration time per week will be provided during the teacher's duty prep period.



For the Van Buren Education Association

5-26-06

Date



For the Van Buren School District

5-26-06

Date

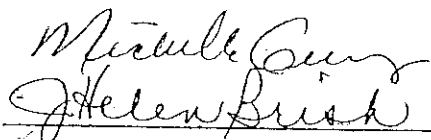
**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VAN BUREN SCHOOL DISTRICT
AND
THE VAN BUREN EDUCATION ASSOCIATION
Middle School Teaming**

Pursuant to the provisions of Article 7, Section 20 of the collective bargaining agreement, the Van Buren Board of Education and the Van Buren Education Association, in an effort to allow the staff and administration of North Middle School and South Middle School to continue to develop and utilize staff teaming, agree to the following:

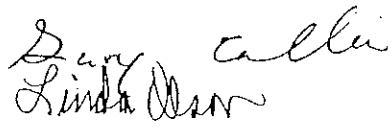
- The normal teacher's day in the middle school shall consist of 5 assigned instructional class periods, 1 assigned preparatory period, 1 unassigned preparatory period and may include an Advisory/Study Skills class.
- A teacher's workday includes a homeroom, hall supervision or an equivalent assignment.
- The 5 daily unassigned preparatory periods may not be less than 48 minutes.
- Preparation for an Advisory/Study Skills class shall be completed by one of the building administrators or his/her designee.
- Teacher duties for an Advisory/Study Skills class shall consist of maintaining attendance, facilitating advisory curriculum, record keeping and monitoring of students' academic progress.

The program will continue through the 2007-2008 school year.

It is understood that this Memorandum of Understanding supercedes any previous Memoranda on this subject and any related school improvement actions.



For the Van Buren Education Association



For the Van Buren School District

3-30-07
Date

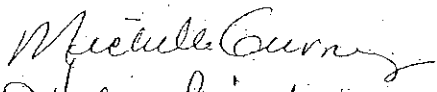
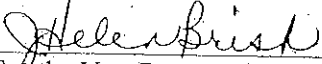
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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE VAN BUREN SCHOOL DISTRICT
AND
THE VAN BUREN EDUCATION ASSOCIATION

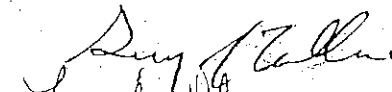

Pursuant to the provisions of Article 7, Section 20 of the collective bargaining agreement, the Van Buren Board of Education and the Van Buren Education Association, in an effort to allow the staff and administration of the elementary schools to develop and utilize staff teaming through the use of PLC teachers agree to the following deviations from current contract language.

- The number of PLC teacher positions shall be determined by the District.
- ~~Current bargaining unit members shall be offered the PLC teacher positions before any new hires.~~ Current bargaining unit members, who are certified and qualified, may request a transfer to be considered for the PLC teacher positions before any new hires.
- The PLC teacher positions shall be filled in accordance with contract language.
- In order to afford the opportunity for all teachers at a grade level to be released to meet as a team, the VBEA agrees to waive the class size language for the PLC teachers.
- Any current teacher who accepted a PLC teacher position shall be returned to his/her former teaching position if the PLC teacher position is eliminated.

The program will continue for the 2007-2008 school year. The VBEA and District shall meet in April, 2008 to determine either continue or discontinue the program. review the Memorandum of Understanding.

For the Van Buren Education Association

For the Van Buren School District

3/30/07
Date

3-30-07
Date