

AGREEMENT

Between

VAN BUREN PUBLIC SCHOOLS

and the

VAN BUREN ADMINISTRATORS
AND SUPERVISORS
ASSOCIATION

2011 - 2013

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**ARTICLE I
RECOGNITION**

1.1 Recognition of the Association

The Van Buren Board of Education recognizes the Van Buren Administrators and Supervisors Association as the bargaining agent for all classifications within the scope of the following clause, contingent upon the Van Buren Administrators and Supervisors Association accepting the following recognition clause as the definition of the bargaining unit.

All Principals at the High School, Middle School, or Elementary levels
All Assistant Principals at the High School, Middle School, or Elementary Levels

Supervisor of Alternative Education
Supervisor of Athletics
Supervisor of Special Services
New Tech Director

but excluding

Supervisor of Bookkeeping and Accounting
Supervisor of Buildings and Grounds
Supervisor of Cafeteria
Supervisor and Assistant Supervisors of Transportation
All Directors
Superintendent of Schools
And all other employees

1.2 Exclusive Collective Bargaining Agreement

The Board hereby expressly agrees that it shall not enter into any collective bargaining agreement with any administrator or with any other collective bargaining organization on behalf of administrators during the term of this Agreement.

1.3 Entire Agreement

This contract constitutes the sole and entire existing agreement between the parties in respect to rates of pay, wages, hours of employment, or other conditions of employment which have been negotiated into this contract. This contract is subject to amendment, alteration, or additions only by a subsequent written agreement between and executed by the Board and the Association. The waiver of any breach, term, or conditions of the Agreement shall not constitute a precedent in the future enforcement of its terms and conditions. To constitute a waiver of any breach, term, or condition of the Agreement, there must be written agreement between both parties.

1.3.1 If, in the opinion of the school district, it would not breach the confidentiality of the negotiating process, representatives of the administrative association will be advised of the teacher association's initial bargaining proposals. The administrative association may provide written reaction in a timely fashion to the bargaining proposals.

1.4 Definitions

In the application and interpretation of the provisions of this Agreement, the following definitions shall apply:

- a. Board shall mean the Board of Education of the Van Buren Public Schools or its designated agents.
- b. Association shall mean the Van Buren Administrators and Supervisors Association.
- c. Administrator shall mean any member of the bargaining unit.
- d. Superintendent shall mean the Superintendent of Schools of the Van Buren Public Schools or his designated agents.
- e. In the construction of the words used in this collective bargaining agreement, the use of the singular shall include the plural and the masculine shall include the feminine.
- f. Involuntary transfers shall mean transfer of any member of this bargaining unit without the affected administrator's written permission or request and without said administrator incurring any decrease in contract salary. If an administrator is involuntarily transferred with a loss of pay, it shall be either a layoff (5.7) or discipline (5.4).

1.5 Special Conferences

Upon request of either the Superintendent or the Association, the parties will meet and discuss matters of mutual concern.

1.6 Creation of New Administrative Positions

- 1.6.1 In the event the Board establishes and places in use a new job description, a temporary salary shall be established by the Board and written notice of the rate and job description will be furnished to the Association officers.
- 1.6.2 If the Association objects to the proposed wage scale, it shall so notify the Board in writing, within ten (10) days following the date of notice and shall be subject to negotiations.
- 1.6.3 Upon agreement, or in the event the Board's proposed wage scale is not objected to by the Association within the time limits, the wage scale and job title shall be considered final and become a part of the Economic Appendix.

1.7 Change in Administrative Duties

Upon request, the Board or Superintendent shall meet and discuss with the Association regarding any major changes in job duties.

1.8 Effect on Existing Contracts

Individual written contracts issued to administrators shall be subject to this Agreement and each of the terms and conditions hereof shall control and supersede any provisions of such contracts in conflict herewith.

ARTICLE II MANAGEMENT'S RIGHTS

2.1 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 subject only to the condition that it shall not do so in any manner which constitutes an 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.

**ARTICLE III
ASSOCIATION'S RIGHTS**

3.1 Agency Shop

- a. All administrators (as defined in the Recognition clause) shall, as a condition of continued employment, within twelve (12) days after the commencement of the school year or date of employment, if within the school year, either (1) tender the current membership dues to the Association, or (2) in the alternative, tender a representative fee to the Association in such an amount as the Association may prescribe (but in no event shall such amount exceed the current dues required of Association members).
- b. Any member of the bargaining unit who has not paid the total amount of the Association dues or representation fee to the Association 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 or representation fee from the regular salary check.
 - 1. Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues or representation fee once each month for ten months, beginning in September and ending in June of each year.
 - 2. Administrators not rendering service nor receiving any salary during all or part of the school year shall have the yearly dues or representation fee reduced by one-tenth (1/10) for each full month where applicable.
 - 3. Said authorization shall continue in effect from year to year unless revoked in writing.
- c. After the conclusion of the prescribed time period, the Association may certify to the Board the name of any administrator who has failed to exercise one of the options set forth in "a" above. Such certification shall include a statement of the Association's good faith attempt to inform the administrator of the options available and of the administrator's refusal to exercise either of them.
- d. After receiving the Association's certification, the Board shall notify such administrator, in writing, that his employment with the school district will be terminated at the conclusion of the current school year if such administrator does not exercise one of the options set forth in "a" above within thirty (30) days after receiving notification of dismissal from the Board. It is understood that the Association's certification to the Board must be received no later than ninety (90) days prior to the close of the current school year.
- f. The Association agrees to indemnify and save the Board and its agents, and including each individual School Board Member, harmless against any and all claims, demands, costs, suits, or other forms of liability, and all court or administrative agency costs that

may arise out of, or by reason of, action by the Board for the purpose of complying with this Agreement.

3.2 Organizational Leave Days

The Association shall be granted up to fourteen (14) days released time per year for use by administrators participating in professional organization activities and conferences. Any absence of a particular administrator will need to be approved by the immediate supervisor and Superintendent at least one (1) week in advance of the absence. Three (3) additional days may be granted by the Superintendent.

An administrator shall not be eligible to use more than two (2) consecutive Association Days. No more than six (6) administrators may be gone on Association leave days during any given day.

ARTICLE IV EMPLOYMENT REQUIREMENTS

4.1 Professional Responsibility

Administrative work days and times shall be subject to modification to meet any unique needs as long as there is no increase in the total days of work as herein set forth. If the administrator is directed to, or approved to, work additional days beyond those herein stated, they will be allowed compensatory time or pay at the discretion of the Superintendent or the Director of Personnel as his designee. In addition, it is acknowledged by the Association that to be periodically available (without pay) for consultation during times when work is not scheduled is a professional responsibility and a reasonable expectation of bargaining unit members. It is also acknowledged by central office that proper notification and the availability of the administrators in planning periodic meetings is a professional consideration and a responsibility of central office.

4.2 Hours of Work

In order to obtain ultimate efficiency in the operation of the District's schools, and to provide the best possible educational program to the pupils served hereby, it is essential for administrators to work a schedule which reasonably permits the flexibility necessary for the achievement of such goals. Such a schedule will, on some occasions, involve work outside of the school building and frequently outside the regular school day. The professional discretion of the Superintendent and administrators in scheduling hours of work will be respected insofar as such discretion is reasonable and consistent with school programs and the aims aforesaid.

ARTICLE V
ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

5.1 Open Personnel File

Each Administrator shall have the right to review the contents of his/her own personnel file as maintained by the Superintendent or designee. If desired by the administrator, a representative of the Association may be present.

Administrators will be given copies of all materials placed in their files within five (5) working days with the exception of college placement bureau credentials or materials originating from the administrator. Administrators 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.

5.2 Pupil Assignments

It is recognized that it is within the scope of the building principals' duties to assign pupils within their buildings. Any such assignment shall be made in conformance with the Board of Education policies regarding the classification and promotion of pupils. It is specifically recognized that the final determination regarding placement of students rests with the Superintendent of Schools.

5.3 Staff Selection and Assignment

- a. The Board will include Administrators, when available, in the staff selection process, including the screening and interviewing of certified and non-certified candidates, giving full consideration to the recommendation of the Administrator who will ultimately supervise the new staff members. The decision of the Board as to the filling of such positions shall, however, be final and non-grievable.

5.4 Termination and Discipline of Administrative Personnel

An administrator who has been suspended or terminated shall be entitled to:

- a. The specific reasons for termination or disciplinary suspension shall be in writing within two (2) working days of the suspension or termination.
- b. In accordance with the Open Meetings Act of 1977, an open or closed hearing before the Board of Education, at the administrator's request, within thirty (30) days after said request and the administrator will continue to be paid during this time. If the Association does not agree with the decision of the Board relative to such suspension or termination, it may proceed immediately to the final step of the grievance procedure.

- c. At any hearing(s) under this provision, the affected administrator shall be entitled to Association representation and legal counsel at his request.

5.5 Administrative Contracts

- a. Administrators new to this bargaining unit shall serve a one-year administrative probationary period in the Van Buren Public Schools. After an administrator has completed a one-year administrative probationary period, she/he may be continued on probation for a second year or granted a two-year contract. In the event that the administrator is either reassigned or involuntarily transferred to a position with a different pay rate/schedule, the administrator will have protection against loss in pay for a period of two (2) years from the date the administrator is affected by the reassignment or involuntary transfer.
- b. Individual written contracts shall be subject to this collective agreement and be controlled by this Master Agreement. The Master Agreement shall supersede the individual contracts, and all conflicts therein shall be governed by the collective contract.
- c. Administrative contracts are renewable yearly. If a contract is not renewed, the employee shall be notified by registered mail or a hand-delivered letter by April 1. Individual contracts that are not renewed would then expire at the end of the individual's current contract.
- d. The failure on the part of the employer to provide notice by April 1 would renew the contract for two years per Section 5.5, a, or three years, per Section 5.5, e.

5.6 Vacancies, Transfers, and Promotions

- a. It is the policy of the Board to secure the best qualified person for each position. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its administrators in accordance with their individual qualifications.
- b. An administrator may apply for any position at any time. Requests by an administrator to be transferred to a different position in the same classification or to a different classification shall be made, in writing, ~~on forms furnished by the Board~~, a copy of which shall be filed with the Superintendent or Designee and one copy filed with the Association. The application shall set forth the reasons for transfer, the position sought, and the applicant's qualifications.
- c. Whenever an opening with the bargaining unit for the coming school year arises by virtue of a newly created or vacated position, or whenever any opening in a supervisory or administrative position in the district arises, the district shall publicize the same by providing for the appropriate posting in every school building. No such opening shall be filled, except in the case of emergency, until such opening shall have been posted for at

least ten (10) school days provided, however, that any such vacancy which occurs between June 15 and the beginning of the next school year shall not be posted but, rather, notification shall be sent to the Association and to any member of the bargaining unit who, prior to the termination of his work year, has expressed his interest in such a position and would be certified and qualified for such a position.

- d. In filling all vacancies, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the bargaining unit, and other relevant factors. Upon request, an administrator who has been denied a transfer or position shall be given the reasons for denial. All qualified applicants within the bargaining unit shall have priority in filling of vacancies. The decision of the Board as to the filling of such vacancies shall, however, be final and not be grievable.
- e. In the event that an applicant from outside the bargaining unit is contracted to fill a newly created or vacated position after the school year has started, and a qualified administrator from this bargaining unit has applied for the position, it is understood that their assignment to that position shall be temporary and considered open to transfers once the current school year ends. The position shall be made known to the bargaining unit and priority in filling this position shall be from those applicants within this system considering the professional backgrounds and attainments of all applicants, the length of time each has been in this school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final and not be grievable.
- f. Vacancies that occur after the beginning of the school year may be filled by temporary appointment until the close of the school year. Seniority will accrue on a temporary position if the individual becomes permanently appointed to the position, or if the individual temporarily appointed to the position is already a member of this bargaining unit.

5.7 Seniority

- a. If an administrator has been appointed to a temporary position and is subsequently hired and continuously retained in that same or similar administrative position, then the seniority date of hire shall be the first date of appointment to the temporary position.
- b. Appendix C.1.2 specifying seniority and certification shall be provided for review and change between February 1 and until February 10. It shall be the responsibility of the Association and each employee to promptly review Appendix C.1.2. If an employee or the Association does not believe the employee's seniority, certification, or endorsement is correctly shown on the appendix, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (February 20). If no challenges are made within the ten (10) day period, the appendix shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After February 20, Appendix C.1.2 shall be frozen until November 1.

Appendix C.1.2 specifying seniority and certification shall be provided for review and change between November 1 and until November 10. It shall be the responsibility of the Association and each employee to promptly review Appendix C.1.2. If an employee or the Association does not believe the employee's seniority, certification, or endorsement is correctly shown on the appendix, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (November 20). If no challenges are made within the 10 day period, the appendix shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After November 20, Appendix C.1.2 shall be frozen until February 1.

An Administrator will be considered eligible for only those areas listed on Appendix C.1.2 and for which he/she has been state certified or university-recommended for certification as of February 20 or November 20.

- c. If an administrator is given notice that his/her position has been terminated due to a layoff, he/she may elect to return to the teachers' bargaining unit consistent with the teachers' contract and the district seniority ranking/certified staff listing.
 - d. It is further understood that if criteria are developed at the state or federal level that are required for the district to receive reimbursement for either the program or program personnel, then the x's on the administrative seniority list will be revised to reflect the required criteria.
- 5.7.1 The parties agree to up-date the seniority chart contained herein (Appendix C 1.2) to be used for layoff and recall prior to signing the 1996-98 contract.
- 5.7.2 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.
- a. 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.

5.8 Voluntary Reduction

When an administrator voluntarily desires to be returned to the teachers' bargaining unit, he/she shall be considered for a vacancy in accordance with the teachers' master agreement.

5.9 Special Provisions for Administrators

- a. Any involuntary transfer of an administrator to another administrative position or to a teaching position shall be consistent with all provisions of this Agreement.

5.10 Parent Complaints

In order to encourage the harmonious and expeditious resolution of parent complaints at the local level, the Board agrees that in the case of a complaint on the part of a citizen regarding an administrator, or a program, or an employee he supervises, that such citizen shall be requested, in most instances, to first discuss the matter fully, either by telephone or in person, with the administrator involved. It is understood and agreed that, if an administrator's decision is appealed to a higher authority, the administrator shall be given an opportunity to provide the necessary background information, either in person and/or by confidential memorandum. Every effort will be made to notify the building principal of a parental complaint before a decision is made.

ARTICLE VI STAFF DEVELOPMENT AND CURRICULUM RESPONSIBILITIES

6.1 Curriculum Revision

It is agreed that it is the legal responsibility of the Board to determine the curriculum and programs to be implemented within the school district. It is recognized that the training, expertise, and experience of professional school administrators make them an invaluable resource. They will be consulted by the Board as to curriculum and program development.

6.2 Professional Activities Allocation

- a. The employer shall pay for membership in one professional organization (state and national) for each unit member. The superintendent must approve the expenditure of funds for such purpose, his decision being final and non-grievable.
- b. Upon application and approval of the Superintendent, one-half of the bargaining unit members shall be allowed to attend a state-level conference. The employer shall provide for reimbursement of documented expenses up to \$1000 per year. The Superintendent must approve the conference and the individuals attending, his decision being final and non-grievable.
- c. The employer shall provide for the reimbursement of documented expenses of up to \$2,000 each for attendance at a national conference by no more than one-half of the bargaining unit members annually. The Superintendent must approve the conferences and the individual attending, his decision being final and non-grievable.

- d. The total dollars allocated above may be pooled so that the individual administrator can be reimbursed for up to the total amount (\$3,000 dollars) during a two-year period to cover expenses for a national level conference, a state level conference or workshops. All conferences, classes or workshops, in addition to those normally processed through P.D.A.C. funds, subject to reimbursement must receive the Superintendent's approval prior to the administrator's participation.

Conference and workshop expenses may be pre-paid.

ARTICLE VII LEAVES OF ABSENCE

7.1 Requests and Conditions for Leaves

Employees may request a leave of absence. Examples of such leaves would be as follows: personal hardship, professional leaves, and long-term leaves. The request shall specify the following particulars of the leave:

- a. Purpose
- b. Length
- c. Compensation, if any
- d. Fringe benefits, if any
- e. Incremental accrual, if any
- f. Return right to either:
 - 1. First vacancy
 - 2. Same position
 - 3. Any position at the discretion of the employer

If the leave is granted, the employer shall specify the terms. Any term(s) not specified in the employer's response is rejected.

7.2 Sick Leave

Sick leave allowance will be ten (10) days per year. Accumulation of sick leave days is unlimited. These days may be used as follows:

- a. All sick leave days may be used for personal illness or quarantine.
- 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. In this instance, "immediate family" shall be defined as spouse, children, parents, parents-in-law, grandparents, or other relatives living in the same household with the administrator.

- c. Sick leave shall not be charged for absences occurring during holidays, vacation, or snow days.

7.3 On the Job Injury or Sick Leave

Absences directly resulting from on the job injuries or sickness as hereafter defined, for up to five (5) calendar years, shall not be chargeable to the administrator's leave bank. It is understood that any absence after five (5) years shall be chargeable.

It is understood that an administrator must apply for worker's compensation in order to receive his salary without charge to his leave bank. The Board shall pay the difference between his scheduled salary and worker's compensation benefits. After five years, prorated sick leave shall be charged to the administrator's accumulated sick leave. Sickness is herein defined as measles, mumps, scarlet fever, or chicken pox in such case as the administrator may establish reasonable evidence that he contracted such disease as a direct result of employment. It is recognized that if the employer adopts an LTD plan with benefits to age seventy (70) (which is mutually acceptable), this section shall become null and void. Sick and personal business leave as well as time granted for salary schedule shall not accrue during an absence but all other benefits shall continue.

7.4 Funeral Leave

When death occurs in the employee's immediate family, i.e. parent, step-parent, brother, sister, step-brother, step-sister, or grandparents, step-grandparents, or parent, step-parent, brother, sister, grandparents, or step-grandparents 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 a spouse or children of the administrator.

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.

7.5 Jury Duty

An administrator who is called and reports for jury duty shall be paid his/her full regular salary if he/she agrees to and does turn over his/her jury pay (excluding mileage), for school work days to the district.

In order to receive payment, an employee must (1) give the district prior notice that he/she has been summoned for jury duty, and (2) furnish evidence satisfactory to the district that reporting for jury duty was performed on the days claimed.

7.6 Professional Business

The Superintendent or his designated agent may, at his discretion, approve administrative leave time for professional improvement. The request and response will be in writing if the absence is more than one day.

7.7 Child Care Leave of Absence

- 7.7.1 An administrator, either actively employed or on layoff status, who is pregnant or whose spouse is pregnant, shall be entitled, upon request, as provided below, to a child care leave.
- 7.7.2 Said administrator shall make such 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. Included shall be either: a physician's statement certifying pregnancy or paternity, or a copy of the child's birth certificate, whichever is applicable.
- 7.7.3 An administrator who is pregnant may continue in active employment as long as she desires, provided she is able to perform her required functions.
- 7.7.4 An administrator adopting a child, one (1) year of age or less, shall be entitled, upon request, to a leave to commence during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary to fulfill the requirements of adoption.

An administrator 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.

The appropriate form(s) must be completed and delivered to the Personnel Office at least thirty (30) days prior to the commencement of this leave.

- 7.7.5 An administrator requesting a child care leave must elect one of the following leaves and only one leave will be granted per administrator per birth, adoption, acquisition of a child through marriage, or assumption of legal responsibilities for a family. The Board may, however, elect to bring an administrator back prior to the expiration of the leave by mutual consent.
- a. An unpaid leave for the remainder of the semester in which the leave commenced.
 - b. An unpaid leave for a complete semester.
 - c. An unpaid leave for the remainder of the semester in which the leave commenced and the succeeding semester.
 - d. An unpaid leave for two (2) complete semesters.

- 7.7.6 Leaves "a" through "d" above shall not commence within the first ten (10) paid days of a new semester. A leave shall begin on the first calendar paid day following the last day worked. Administrators on leave at the beginning of a new school year shall not be credited with any benefits that accrue on that day. Administrators shall not be paid for holidays and vacations immediately preceding or following a leave.
- 7.7.7 An administrator returning from a leave shall be reassigned to the position held at the time the leave commenced except when the position is no longer in existence or the administrator has insufficient seniority to retain that position when the number of positions have been reduced. In these instances, the administrator shall be placed in the position most similar to the one held when the leave commenced.
- 7.7.8 An administrator, upon resumption of active employment, shall have restored all benefits to which 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.
- 7.7.9 During a child care leave of absence, the administrator shall maintain tenure rights if applicable only if the administrator had previously acquired tenure. Insurance benefits can be maintained on a self-pay basis.
- 7.7.10 Any pregnant administrator may elect to use her sick leave for the purpose of pregnancy-related illness and for disability. However, that individual may choose not to use her sick leave to cover such illness or disability. An administrator shall inform the employer of her pregnancy as soon as it is known, and provide doctor's (M.D. or D.O. only) verification of such disability. The doctor's verification shall include the anticipated duration of the disability.
- 7.7.11 An administrator, while on a leave of absence, may purchase the insurance benefits provided for the bargaining unit as a member of his group at the rate determined by the insurance company provided said insurance carrier allows such purchase. If the above administrator misses two (2) payments for his fringe benefit package, the employer and Association will assume he no longer wishes to continue the option of group rates for fringe benefits.
- 7.7.12 The Board, at their sole discretion, may approve a leave of absence for reasons satisfactory to the employer, provided the leave is for one full school semester or year. A written request must be submitted and approved prior to the start of the leave or any extension thereof. Employees granted such a leave, shall, upon the expiration of the leave, return to active employment, provided that the employee is eligible to return according to layoff and recall procedure. Employees who do not return to work at the expiration of their leave, shall forfeit all employment rights with the district.

7.8 Personal Business Days

Two (2) days in any one year will be allowed for "personal business", providing they do 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. These days will be drawn against the sick leave bank. The administrator must receive permission from his immediate supervisor at least one day prior to a proposed personal business day.

- 7.8.1 The Board agrees to guarantee members of the VBASA one (1) Compensation Day to be used as per Personal Business Day contract language.

It is recognized that this Compensation Day shall be over and above all other accumulated Compensation Time as provided in Article 4.1.

7.9 Sabbatical Leave

In order to enhance the professional status of building administrators, the parties agree to the establishment of a Sabbatical Leave Policy.

- a. On the recommendation of the Superintendent, the Board of Education may, at his discretion, permit members of the Association to take Sabbatical Leave for the purpose of self-improvement and benefit to the school system through study or research.
- b. A maximum of one (1) administrator may be on leave at one time.
- c. The Board of Education policy fulfills the conditions outlined in General School Laws, State of Michigan, Section 340.572, revised.
- d. Application and Procedure for Leave:
 1. A request and plan in writing must be submitted to the Superintendent by April 15 or October 15.
 2. The Superintendent reviews the request and makes recommendations to the Board.
 3. Board action will be taken.
 4. Notification will be given to the applicant within sixty (60) days.
 5. If the Sabbatical Leave is granted, the employee must provide verification, upon employer request, of commitment to and participation in the activity for which the Sabbatical was granted.

e. Description and Purpose of Leave

1. Qualified administrators having completed two (2) years of successful administration may be permitted to choose between the two following alternatives:

	<u>Plan 1</u>	<u>Plan 2</u>
Minimum Consecutive Years of Service	7	7
Length of Leave	1 sem.	2 sems.
Portion of regular salary paid while on leave	50%	50%

2. Purposes may include formal study, research and/or writing, and other reasons when, in the considered judgment of the Board, the professional competence of the staff members and general welfare of the Van Buren Schools will be significantly benefited.

f. Benefits

1. Increments and sick leave accrue during such leave.
2. Leave time shall not count toward retirement in accordance with School Code.
3. All negotiated insurance benefits shall continue with full Board participation for Plan 1 (1 sem.) and 50% co-share participation for Plan 2 (2 sems.).

g. Return from Leave

Upon return from Sabbatical Leave, the employee shall be restored to his position or a position of like nature, seniority, status, and pay provided all regulations of Sabbatical leave have been fulfilled.

ARTICLE VIII BENEFITS

The Health Care Insurance provided shall be the Priority HMO Plan \$10/\$40 co-pay prescription drug rider, with contraceptives and mail order prescription drug program, \$20 co-pay for office visits, and \$50 co-pay for emergency room visits

or the Blue Care Network HMO Plan with a \$15/\$50 co-pay prescription drug rider, with contraceptives and mail order prescription drug program, \$30 co-pay for office visits, and \$100 co-pay for emergency room visits.

The employee contribution towards the premium of all plans will be 80/20 whereas the employer will contribute 80% and the employee will contribute 20% as outlined in Michigan House Bill

4572. The employee 20% contribution amounts are as follows: (Blue Care Network figures include increased premium cost to employee)

<u>Priority Health HMO</u>		<u>Blue Care Network HMO</u>	
Single:	\$1,338 Annually	Single:	\$1,557 Annually
Two Person:	\$3,006.60 Annually	Two Person:	\$3864.60 Annually
Full Family:	\$3,340.40 Annually	Full Family:	\$4,602.40 Annually

8.2 Dental Insurance

The Board agrees to provide the following dental level of benefits without cost to each administrator and his/her eligible dependents:

- Class I 80% to \$1,000 maximum
- Class II 80% to \$1,000 maximum
- Class III 80% to a lifetime maximum of \$800

The Board shall provide internal and external coordination of benefits.

The Board is obligated to provide a level of benefits as described in the 1987-90 MESSA Delta Dental Bargaining Briefs. The Board is not obligated to provide Plan D if the level of benefits is altered by MESSA from those listed above.

The carrier for this dental program shall be named by the Board. Dental insurance shall be as provided by the Board for administrative staff from time to time but shall not be less than that provided the teachers.

8.3 Liability Insurance

The employer shall notify the Association of changes in the school's liability insurance. The employer currently has in effect a five million dollar umbrella policy. Commencement and duration of coverage and amount and nature of benefits will be governed by the terms of the group insurance policy and rules and regulations of the carrier. The Board's only responsibility shall be for the payment of premiums.

8.4 Group Term Life Insurance

- a. Coverage shall be provided each administrator and fully paid for by the Board for the duration of this contract. Life insurance in the amount \$125,000 with Accidental Death and Dismemberment. In addition, provided the insurance carrier allows, group-rate insurance in the amount of \$67,000 with AD&D (and no proof of insurability) will be available at employee expense, provided 75% of the qualified group members choose this coverage. Members retiring after the 1990-91 school year will be eligible for the same coverage.

- b. If the rules of the insurance will allow, the administrator may purchase additional life insurance at his own expense.

8.5 Mileage

Administrators shall be paid an allowance equal to the amount per mile allowed by the IRS for use of personal cars for field trips and other authorized school business.

8.6 Reimbursement for Personal Property

The Board shall provide reimbursement for all administrators for personal property loss or damage to administrators' property due to theft, fire, willful or malicious damage, or other acts of vandalism which are directly related to the administrator's professional assignment or duties. All claims, proofs in connection therewith, and other supporting documents shall be presented to the Superintendent. The Superintendent will recommend approval or disapproval and the decision of the Board shall be final and not subject to the grievance procedure.

8.7 Tax Sheltered Annuities

The Board will make available a tax deferred annuities program through five carriers. Anyone entering this system with a tax deferred annuities program, may have the option of continuing with his own program even though it is not one of the five carriers selected. The enrollment period of entering a tax deferred annuities program will be the first two weeks in October and February. Lump-sum payments may be invested at the time received in either the deferred compensation plan or the members TSA account.

8.8 Individual Purchase of Additional Insurance Coverage

A member of the VBASA may purchase, at cost, additional insurance coverages granted members of other bargaining units so long as insurance company rules permit.

8.9 Long Term Disability

The Board of Education shall make available an accident and sickness benefit policy which will pay up to 70% of salary (\$78,570) to a maximum of \$5,500 per month to each member of the bargaining unit who pays 40% of the premium. Failure to pay the employee's portion of the premium by the member of the bargaining unit will render that individual ineligible for such policy. The insurance carrier is to be selected by the Board. Terms and conditions of the insurance policy shall govern as to all conditions of eligibility for benefits. During the period of this contract, there shall be no alterations in terms and/or conditions of this policy which would reduce the level of benefits.

8.10 Retirement Severance

An administrator retiring under the Michigan School Employees 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.

8.10.1 Early Notification of Termination

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 an administrator serving official notice of retirement or termination for a succeeding year after June 30.

8.11 Vision Insurance

The Board shall provide a level of benefits as described in the 1985-86 Bargaining Briefs for MESSA VSP II. The Board is not obligated to provide VSP II if the level of benefits is altered by MESSA from those listed. The carrier for the Vision Program shall be named by the Board.

ARTICLE IX GRIEVANCE PROCEDURES

9.1 Definitions

- a. A Grievance shall mean a complaint by an administrator, or group of administrators, or Association in its own name, alleging that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement.
- b. "Days" means "work days" as specified in the Grievance Procedure.
- c. The term "grievance" shall not apply to:
 1. Any matter for which another remedial procedure is prescribed by law or any rule or regulation of any state administrative agency.
 2. The termination of services or our failure to re-employ any probationary administrator. The probationary period shall be the first year as an administrator in the Van Buren School District.
 3. Any matter involving administrator evaluation.

- d. It is expressly understood that the grievance procedure shall not apply to those areas in which the Tenure Act prescribes a procedure or authorizes a remedy (discharge and/or demotion).

9.2 Written Grievances

A written grievance as required herein shall contain the following:

- a. It shall be signed by the grievant or grievants.
- b. It shall be specific.
- c. It shall contain a synopsis of the facts giving rise to the alleged violation.
- d. It shall cite the section or subsections of this contract alleged to have been violated.
- e. It shall contain the date of the alleged violation.
- f. It shall specify the relief requested.

9.3 Procedures

- a. Level One: An administrator alleging a violation of the express provisions of this contract shall, within five (5) days of its alleged occurrence, orally discuss the grievance with the Superintendent or designee in an attempt to resolve same.

The Superintendent, or his designee, will respond, in writing, within three (3) days of the discussion. If the administrator doesn't agree with the written response, he/she shall reduce the grievance to writing and proceed, within five (5) days, to Level Two.

- b. Level Two: A copy of the written grievance shall be filed with the Superintendent with the endorsement thereon of the approval or disapproval of the Association. Within five (5) days of receipt of the grievance, the Superintendent shall arrange a meeting with the grievant and/or his designated Association representative, at the option of the grievant, to discuss the grievance. Within five (5) days of the discussion, the Superintendent shall render his decision, in writing, transmitting a copy of the same to the grievant and the Association.

If no decision is rendered within five (5) days, or the decision is unsatisfactory to the grievant or the Association, the grievant or the Association may appeal same to the Board by filing a written grievance, along with the decision of the Superintendent, with the officer of the Board in charge of drawing up the agenda for the Board meetings. The Board shall schedule a meeting to hear the matter not more than thirty (30) days from the appeal.

- c. Level Three: Upon proper application as specified in Level Two, the Board shall allow the administrator or the Association an opportunity to be heard at the meeting for which the

grievance was scheduled. Within five (5) days from the hearing of the grievance, the Board shall render its decision in writing.

9.4 Miscellaneous

- a. The failure of an aggrieved person to proceed from one step of the Grievance Procedure to the next step within the time limits set forth, shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
- b. Any party of interest may be represented at all meetings and hearings at any level of the grievance procedure by another building administrator or a representative of the Association or legal representative.
- c. A grievance may be withdrawn at any step without prejudice.
- d. The filing of a grievance shall in no way interfere with the right of the Board to proceed in carrying out its management responsibilities, subject to the final decision of the grievance.
- e. The Association is not prohibited from processing a grievance in behalf of an employee or group of employees.
- f. Should an employee fail to institute a grievance within the time limits specified, the grievance will not be processed. Should an employee leave the employ of the Board, all further proceedings on a previously instituted grievance shall be continued by the Association.
- g. Any withholding of services or work stoppage authorized by the Association while grievance procedures are in progress, shall constitute the basis for immediate discontinuation of the grievance process for the duration of this Agreement.
- h. No reprisals of any kind shall be taken by or against a building administrator participant in the grievance procedure for reason of such participation.
- i. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
- j. It shall be the general practice of all parties of interest to process grievance procedures during times which do not interfere with assigned duties provided, however, in the event it is agreed by the Board to hold proceedings during regular working hours, a building administrator, Association President, or the Association President's designee participating in any step of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of salary.

**ARTICLE X
NO STRIKE CLAUSE**

10.1 No administrator or the Association shall participate in or cause any strike nor shall any administrator or the Association participate in or cause any work stoppage nor shall any administrator refuse to carry out normal work assignments.

10.2 The Board shall not lock out any administrator during the term of this Agreement.

**ARTICLE XI
MISCELLANEOUS**

11.1 Severability Clause

If any term or condition of this Agreement is found to be contrary to law (Michigan or Federal), by a court of competent jurisdiction or by any other administrative agency having force of law, then such term or condition shall be null and void. Such determination shall not invalidate the remaining provisions of this Agreement.

11.2 Waiver

The parties mutually agree that the terms and conditions set forth in the Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in an amendment hereto.

11.3 Step and Scale Advancement

Step advancement shall be credited only at the beginning of each school year. Scale advancement shall be credited only at the beginning of each semester.

11.4 Experience Waiver

The employer may grant credit on the salary schedule to new employees for previous experience at the employer's sole discretion.

The employer may grant credit on the salary schedule to new employees for previous experience at the employer's sole discretion.

ARTICLE XII

EFFECTIVE DATES OF CONTRACT AND RATIFICATION

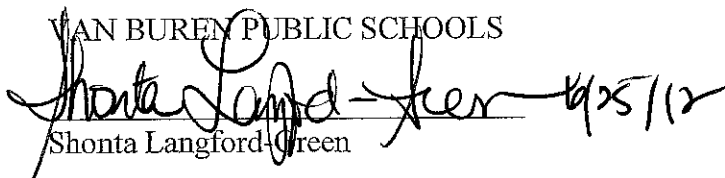
12.1 Duration of Agreement

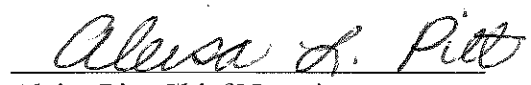
- a. This agreement, executed this 25th day of June, 2012, is effective as of the 25th day of June, 2011, the day of Board ratification and shall remain in full force and effect until June 30, 2013. The parties agree to begin negotiations for a new Agreement sixty (60) days prior to June 30, 2013.
- b. This Agreement may be amended at any time by the mutual written agreement of both parties. It is understood that any amendments agreed upon shall be reduced to writing and distributed by the Board to all members of the bargaining unit.

Any extension of this Agreement must be in writing and agreed upon by both parties.

12.2 Ratification

In witness whereof, we have set our hands to this Agreement with the intent that the execution hereof shall be deemed to be complete.

VAN BUREN PUBLIC SCHOOLS

Shonta Langford-Green

VAN BUREN ADMINISTRATORS
AND SUPERVISORS ASSOCIATION

Aleisa Pitt, Chief Negotiator

Appendix A

ADMINISTRATIVE WORK CALENDAR

It is understood that the administrators' schedule shall be the following number of work days:

<u>Positions</u>	<u>Work Days</u>
High School Principal	15 days before and 16 days after
High School Assistant Principal	15 days before and 14 days after
Middle School Principal	15 days before and 11 days after
Middle School Assistant Principal	5 days before and 6 days after
Elementary Principal	7 days before and 11 days after
Special Services Supervisor*	15 days before and 14 days after
Alternative Education Principal	10 days before and 11 days after
Athletic Supervisor	10 days before and 6 days after
Career Technical Supervisor	10 days before and 11 days after
New Tech Director	15 days before and 14 days after

*The Special Services Supervisor shall make himself/herself available on-site for a minimum of 10 days prior to the opening of the teachers' work year.

Appendix B.1.1 Salary Schedule 2012 - 2013

Sr. High Principal		Sr. High Assistant		M.S. Principal/Curr. Supv.		M.S. Assistant	
215 Days	2012-13	213 Days	2012-13	210 Days	2012-13	195 Days	2012-13
0	99,722	0	90,827	0	94,416	0	83,752
1	100,243	1	91,347	1	94,937	1	84,168
2	100,763	2	91,867	2	95,457	2	84,585
3	101,283	3	92,388	3	95,977	3	85,001
4	101,803	4	92,908	4	96,497	4	85,417
5	102,323	5	93,428	5	97,017	5	85,833
6	102,844	6	93,948	6	97,538	6	86,249
7	103,364	7	94,468	7	98,058	7	86,665
8	103,884	8	94,989	8	98,578	8	87,081
MAX: \$110,251		MAX: \$101,356		MAX: \$104,945		MAX: \$93,448	
Alt. Career		Voc. Ed. Supervisor		Elementary Principal		Special Services Supv.	
205 Days	2012-13	205 Days	2012-13	197 Days	2012-13	213 Days	2012-13
0	90,827	0	88,070	0	88,873	0	90,827
1	91,347	1	88,174	1	87,394	1	91,347
2	91,867	2	88,278	2	87,914	2	91,867
3	92,388	3	88,382	3	88,434	3	92,388
4	92,908	4	88,486	4	88,954	4	92,908
5	93,428	5	88,590	5	89,474	5	93,428
6	93,948	6	88,694	6	89,995	6	93,948
7	94,468	7	89,214	7	90,515	7	94,468
8	94,989	8	89,735	8	91,035	8	94,989
MAX: \$101,356		MAX: \$96,192		MAX: \$97,492		MAX: \$101,356	
Athletic Supervisor		Comp. Ed. & Career Development Supv.		Adult & Community Ed./ Special Projects Supv.			
200 Days	2012-13	200 Days	2012-13	195 Days	2012-13		
0	83,908	0	81,047	0	79,122		
1	84,012	1	81,151	1	79,226		
2	84,116	2	81,255	2	79,331		
3	84,220	3	81,359	3	79,435		
4	84,324	4	81,463	4	79,539		
5	84,428	5	81,567	5	79,643		
6	84,533	6	81,671	6	79,747		
7	85,053	7	82,192	7	80,267		
8	85,573	8	82,712	8	80,787		
MAX: \$91,940		MAX: \$89,079		MAX: \$87,134			
ADD:	\$3,123	for M.A. +15 graduate semester hours;					
	\$6,367	for 30 graduate semester hours or Ed.S. Degree.					
Administrators:		Round off to the closest \$50. Reduce maximum for remainder of schedule by eight (8) \$500 increments - except for M.S. Asst. Princ. - reduce maximum of step 6 by \$400 increments.					
Supervisors:		Round off to the closest \$50. Reduce maximum of step 6 by \$100 increments. Add step 7 and step 8, increasing by \$500 for each step.					

Appendix C.1.1

Administrative Certification

	Name:	Expiration Year of State Certification	
Feb-89	Ottewell	6/30/2017	
Aug-03	Fisher	none	
Aug-07	Pitt	none	
Aug-07	Moore	none	
Oct-09	Madyun	none	
Oct-09	Van Tassel	6/30/2015	
Aug-10	Smith*	none	Required to become certified within 3 years
Aug-11	Kullis	none	
Jul-12	Buhro	none	Required to become certified within 3 years
Jul-12	Lloyd	none	Required to become certified within 3 years
Jul-12	Leroy	6/30/2017	
Jul-12	Villa	6/30/2017	
Jul-12	Ross	6/30/2016	
Aug-12	Crippen	6/30/2016	

Appendix C.1.2

O = Present Position X = Bumping Rights																				
Seniority	Name	Administrative Certification	Cont. Ed. Hrs Required By	Teacher Certification	Superintendent	Dir. Business	Dir. of Instruction	Supervisor of Elem Curriculum	Supervisor of Sec Curriculum	H.S. Principal	M.S. Principal	Elem. Principal	Supervisor of Alt. Education	H.S. Asst. Principal	M.S. Asst. Principal	Supervisor of Special Services	Supervisor of Athletics	Super. of Adult & Comm. Ed/Spec. Proj.	Supervisor of Computer Services	
08-94	Ottewell	ES	6/30/2012	Sec						X				X	O					
08-03	Fisher		6/30/2016	Sec										O			O			
08-07	Pitt		6/30/2016	Ele								O			X					
08-07	Moore		6/30/2015	Ele								O			X					
10-09	Van Tassel	AE	6/30/2015	Sec	O					X				X						
10-09	Madyun		6/30/2014						O				X	X						
08-10	Smith		6/30/2015	Ele								O			X					
08-11	Kullis		6/30/2016				O									X				
08-12	Buhro	none	6/30/2015																	
08-12	Lloyd	none	6/30/2015																	
08-12	Leroy	ES	6/30/2017																	
08-12	Ross	ES	6/30/2016	Ele											O					
08-12	Villa	ES	6/30/2017	Ele								O								
08-12	Crippen	ES	6/30/2016																	

* Seniority date is first day worked.

**CLARIFICATION OF
NO DOUBLE COVERAGE HEALTH INSURANCE
CONTRACT LANGUAGE**

The parties agree to the following interpretation of dual choice concerning Hospital-Medical Insurance coverage:

1. The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any members of his/her family including children.
 - a. The employee may select single subscriber hospital-medical insurance coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the husband-wife family unit with no children or dependents. This does not apply to a husband and wife within Van Buren Public Schools.
 - b. The employee may select single subscriber hospital-medical insurance coverage paid by the Board, if the spouse covers himself/herself and a dependent child (two person coverage) under another employer's hospital-medical insurance program in the instances of a husband-wife-dependent family unit.
 - c. The employee may select single subscriber hospital-medical insurance coverage paid by the Board if his/her spouse covers himself/herself and two or more dependents under his/her hospital-medical insurance program paid for by another employer in instances of a husband-wife two or more dependent family unit.
 - d. The employee may select two person hospital-medical insurance coverage paid by the Board covering the employee and dependent in instances of a employee-spouse-dependent family unit, if the spouse selects single subscriber hospital-medical insurance coverage paid for by another employer.
 - e. The employee may select full family hospital-medical insurance coverage paid for by the Board in instances of a employee-spouse-two or more dependent family unit, if the spouse is covered as a single subscriber under an employer paid hospital-medical insurance program.
2. The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage:
 - a. If the individual is covered by a corporate plan which becomes insolvent, the employee is eligible for coverage.
 - b. Hospital-medical insurance coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount 50%.

- c. Hospital-medical insurance coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical insurance be provided by the employee and/or his/her spouse resulting in dual insurance coverage.
 - d. Hospital-medical insurance that is mandated by another employer. In the event that a spouse's employer refuses to drop or reduce its hospital-medical insurance coverage, the employee shall provide a letter from his/her spouse's employer as proof of refusal to drop or reduce its hospital-medical coverage. The district will pick up insurance for the employee and dependent children. Van Buren has the option of pursuing such cases with the spouse's employer.
 - e. Requests for dependent coverage change which do not fall within the spouse's insurance open enrollment window period. Dual hospital-medical insurance coverage shall be allowed temporarily for the employee, spouse, and his/her dependents, if the request for dependent coverage change does not fall within the spouse's insurance open enrollment window period. Such dual coverage shall be extended until the effective date following the next open enrollment period.
 - f. Waivers of hospital-medical coverage that would also waive vision, dental or life insurance benefits. When a waiver of health care coverage would also have the effect of waiving vision, dental or life insurance benefits under another employer's health care plan, then the employee may be allowed double coverage.
 - g. Limited health insurance plans mandated by statute. An individual receiving health benefits through the U. S. Government or Veteran's Administration, for example, which are limited to a specific condition or may be limited benefits for all conditions, the individual would be eligible for Van Buren health insurance.
 - h. Hospital-medical insurance coverage provided under a pension on retirement plan where the coverage is mandatory.
3. An annual survey will be distributed by the Board to all employees carrying Board-paid hospital-medical insurance for the purpose of updating eligible dependents. This will be sent out along with the MESSA application in the fall of each year. The employee must complete and return the survey and MESSA application within thirty days of the material being mailed.
 4. During the 1992-93 school year, if the school district finds an employee who is receiving dual insurance coverage the school employee must take immediate action to eliminate the dual coverage. Upon notification the employee must furnish the school district with evidence of corrective action. If no corrective action is taken within two weeks the Van Buren employee's health insurance will be terminated.

In addition to the remedy specified above, termination of health insurance coverage, the school district will pursue the following beginning with the 1993-94 school year. Any instances of fraudulent reporting or misrepresentation of hospitalization coverage will result in the school

district recovering from the employee premiums paid by the school district on the employee's behalf.

5. With this Letter of Understanding, the Board waives any premium claims made upon employees during the 1992-93 school year as a result of their alleged non-compliance with the no double coverage for health insurance contract language.
6. All members IMMEDIATELY receive health insurance coverage provided by and paid for by the Board whenever they lose their current non-Board provided coverage, whether due to spouse's unemployment, divorce or separation, etc.
7. Hospital-medical coverage shall be allowed for the employee's over-age dependents when spouse's policy does not provide for said coverage.