

VESTABURG COMMUNITY SCHOOL

Master Agreement

Between

The Vestaburg Board of Education

and

The Vestaburg Education Association



July 1, 2011 – June 30, 2013

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1 THIS AGREEMENT, entered into this July 1, 2011, by and between the Board of
2 Education of the Vestaburg Community School District, hereinafter called the
3 “Board” and the Vestaburg Education Association, hereinafter called the
4 “Association.”

5
6 **PREAMBLE**

7
8 WHEREAS, The Board has a statutory obligation, pursuant to the Public
9 Employment Relations Act, Act 336 of the Public Act of 1947 as amended, to
10 bargain with the Association as the representative of its teaching personnel with
11 respect to hours, wages, terms and conditions of employment, and
12

13 WHEREAS, the parties have reached certain understandings which they desire to
14 confirm in this Agreement.
15

16 IN CONSIDERATION of the following mutual covenants, it is hereby agreed as
17 follows:
18

19 **ARTICLE 1**

20
21 **RECOGNITION**

22
23 The Board hereby recognizes the Vestaburg Education Association, affiliated with
24 the MEA-NEA, as the exclusive and sole bargaining representative for all
25 certificated personnel employed by the Board, including: Certified Teachers and
26 Non-teaching professional personnel such as: Co-op Coordinators, Counselors,
27 Media Specialist, Social Worker and Speech and Language Impairment Specialist;
28 excluding: Superintendent, Assistant Superintendent, Principals, Assistant
29 Principals, Business Manager, Director of School and Community Relations,
30 Director of Vocational Education, Substitute Teachers, supervisors, and part-time
31 administrators within the meaning of the Public Employment Relations Act. The
32 term teacher, when used hereafter in this Agreement, shall refer to all employees
33 represented by the Vestaburg Education Association in the bargaining unit as
34 above defined.
35

36 The Board agrees not to negotiate with any teachers’ organization other than the
37 Vestaburg Education Association for the duration of this Agreement.
38

ARTICLE 2

NO STRIKES

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5 The Association recognizes that strikes (as defined by Section I of Public Act 336
6 of 1947, as amended, of Michigan) by teachers are contrary to law and public
7 policy. The Board and the association subscribe to the principle that differences
8 shall be resolved by appropriate and peaceful means in keeping with the high
9 standards of the profession, without interruption of the school program.
10 Accordingly, the Association agrees during the term of this Agreement it shall not
11 direct, instigate, participate in, encourage or support any strike against the Board
12 by any teacher or group of teachers.
13
14

ARTICLE 3

ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

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5 A. 1. The Board of Education agrees to deduct from the teachers' salaries, dues
6 for the Vestaburg Education Association, Michigan Education Association,
7 National Education Association, MEA-PAC, NEA-PAC, MEA-R, amounts
8 deposited to the Montcalm Public Employees Credit Union, Isabella County
9 Credit Union, annuities*, and Blue Cross/Blue Shield or MESSA insurance,
10 with the carrier being left up to the discretion of the employee during the
11 twelve (12) months of September through August. Changes may be made
12 during the months of September, January, and June. Payments will be made
13 the first pay of the following months.

14
15 a. *A maximum of eight (8) companies on record in the
16 Superintendent's Office.

17
18 2. The Vestaburg Education Association, Michigan Education Association, and
19 National Education Association dues shall be deducted in twenty (20) equal
20 bi-monthly installments, September through June.

21
22 B. This section of Article III shall be applicable as a condition of continued
23 employment to all teachers except those who fall within all of the following
24 conditions:

25
26 -- Teachers who were recognized as part of the bargaining unit in 1984-85

27
28 -- Teachers who were not members of the Vestaburg Education Association
29 (VEA) in 1984-85

30
31 -- Teachers who have not since voluntarily joined the VEA since 1984-85

32
33 1. Each bargaining unit member shall, as a condition of employment, (1)
34 on or before thirty (30) days from the first day of active employment
35 join the Association or (2) pay a Service Fee to the Association,
36 pursuant to the Association's "Policy Regarding Objections to
37 Political-Ideological Expenditures" and the Administrative Procedures
38 adopted pursuant to that policy. The Service Fee shall not exceed the
39 amount of Association dues collected from Association members.
40

- 1 2. In the event that the bargaining unit member shall not pay such
2 Service Fee directly to the Association, or authorize payment through
3 payroll deduction, the employer shall, pursuant to MCLA 408.477;
4 MSA 17.277 (7) and at the written request of the Association, deduct
5 the Service Fee from the bargaining unit member's wages and remit
6 same to the Association.
7
- 8 3. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066
9 (1986), the Union has established a "Policy Regarding Objections to
10 Political-Ideological Expenditures." That Policy, and the
11 administrative procedures (including the time-table for payment)
12 pursuant thereto, apply only to non-union bargaining unit members.
13 The remedies set forth in that Policy shall be exclusive, and unless
14 and until such procedures, including any administrative or judicial
15 review there, shall have been availed of and exhausted, no dispute,
16 claim or complaint by an objecting bargaining unit member
17 concerning the application and interpretation of this Article shall be
18 subject to the grievance procedure set forth in this Agreement, or any
19 other administrative or judicial procedure. The Michigan Education
20 Association shall provide to all non-members copies of the
21 Association's Policy and Procedures.
22
- 23 4. The Association agrees to assume the legal defense of any suit or
24 action brought against the Board regarding this Article of the
25 collective agreement. The Association further agrees to indemnify the
26 Board for any costs or damages which may be assessed against the
27 Board as the result of said suit or action.
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ARTICLE 4

NEGOTIATIONS PROCEDURE

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- 5 A. If either party desires to negotiate a new contract, it shall notify the other party
- 6 in writing no less than ninety (90) days prior to the current contract expiration
- 7 date.
- 8
- 9 B. Upon notification, the parties will establish a mutually agreeable date, prior to
- 10 June 15, to meet and begin negotiations.
- 11
- 12 C. Both parties shall have the right to select the members of their
- 13 negotiation/bargaining teams. It is understood and agreed that both
- 14 negotiating/bargaining teams shall come to the table with full powers and
- 15 authority to make proposals, consider proposals and enter into concessions and
- 16 compromises, subject only to the final ratification of the contract by the Board
- 17 of Education and the members of the Association.
- 18

ARTICLE 5

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The Board intends to employ the best-qualified persons available as teachers in its school system.

B. Since pupils are entitled to be taught by teachers who are working within their area of competence, teacher shall not be assigned outside the scope of their teaching certificates (for those assignments requiring a teacher certificate) and their qualifications. The parties recognize that, in specified circumstances, the Revised School Code enables the Board to hire and retain non-certificated professionals for specified assignments.

In addition to possessing the required certification for an assignment as specified above, teachers must be qualified to be appointed to or retain an assignment.

For purposes of this Agreement, the term “qualified” shall mean:

1. holding a major or minor appropriate to the subject areas or grades of assignment; and
2. meeting all applicable standards for a highly qualified teacher under the *No Child Left Behind Act of 2001*, including the NCLB Final Regulations, 34CFR200.55-200.56.
3. meeting all professional staff qualifications criteria established by the State of Michigan.

No provisions of this agreement shall be construed or applied to prevent the Board from taking required actions to implement the NCLB. The parties declare their intent and apply this agreement to ensure full implementation of all NCLB regulations.

C. All 7-12 teachers shall be given written notice of their schedules and all K-6 teachers shall be given written notice of their assignments for the forthcoming year as soon as practicable. In the event that changes in such schedules or assignments are proposed, all teachers affected shall be promptly notified and changes discussed. In no event will changes in

1 teachers' schedules or assignments be made later than the 15th day of
2 August preceding the commencement of the school year, unless an
3 emergency situation requires same, and the Association be so notified in
4 each instance.

- 5
6 D. All vacated or newly-created position, including coaching and extra-
7 curricular, shall be posted as they occur in order to provide present personnel
8 bidding rights. During the school year, notification shall be posted by e-mail
9 to all staff. During times when school is not in session, the Board will notify
10 the Association President and Secretary. In curricular positions, when the
11 board deems that qualifications are equal, the applicant with the most
12 seniority shall be selected.

ARTICLE 6

BEHAVIOR AND DISCIPLINARY PROCEDURES

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5 A. Teachers are expected to comply with rules, regulations, and directions adopted
6 by the Board, which are not inconsistent with the provisions of this Agreement.
7
8 B. The Association recognizes that abuses of paid leave or other leaves, chronic
9 tardiness or absence, willful deficiencies in professional performance, or other
10 violations of discipline by a teacher reflect adversely upon the teaching
11 profession and creates undesirable conditions in the school building. The
12 Association will use its best efforts to correct breaches of professional behavior.
13
14 C. No probationary teacher shall be subjected to disciplinary sanctions for reasons,
15 which are arbitrary or capricious. ‘Disciplinary sanctions’ shall include
16 reprimands, suspensions with pay, and suspensions without pay, discharge and
17 non-renewal of contract.
18
19 D. Before any meeting is called from which disciplinary action may result, the
20 teacher shall be notified and shall be entitled to have present a representative of
21 the Association. If an Association representative is requested to be present, no
22 longer than two (2) days may lapse before such meeting is held.
23
24 E. Whenever the administrator reduces the result of a reprimand, or disciplinary
25 action for any infraction of discipline, or delinquency in professional
26 performance to writing, the findings and decisions of the administrator shall be
27 filed, in writing, in the teacher’s personnel file and a copy thereof given to the
28 teacher.
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30 F. No tenured teacher shall be disciplined without just cause.

ARTICLE 7

PROFESSIONAL IMPROVEMENT

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The Board of Education or their designee shall approve any attendance of teachers to conferences. Visitations to other schools and programs shall be considered a conference. If approved, the Board will reimburse expenses for such conferences. Provided, however, that in the event that the teacher(s) approved to attend a conference at Board expense shall fail to attend such conference, all expenses incurred by the Board which cannot be recovered from the organization sponsoring the conference shall be charged as a set-off against the teacher(s) salary, except, that the Superintendent of Schools may in his sole discretion waive such set-off if the teacher(s) present satisfactory evidence of a compelling reason why he/she could not attend (or timely cancel so that the full expenses of the conference could be recovered).

ARTICLE 8

ASSOCIATION AND TEACHER RESPONSIBILITIES

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5 A. Teachers are responsible for maintaining a continuous high level of professional
6 proficiency, to plan adequately and made conscientious efforts to meet, if
7 necessary, with children, parents and/or administrators.
8
9 B. Teachers must recognize that their responsibility to students and their
10 profession may require the performance of duties that involve the expenditure
11 of time beyond the normal working day.
12
13 C. No teacher on continuing tenure shall discontinue service with the Board except
14 by mutual consent, without giving a written notice to said Board at least sixty
15 (60) days before September 1 of the ensuing school year. Any teacher
16 discontinuing services in any other manner than as provided in this section shall
17 forfeit, in accordance with Act, the rights to continuing tenure previously
18 acquired under the Tenure Act.
19
20 D. Duly authorized officials of the association shall report their presence in a
21 building to the building principal or designee before their conference with any
22 teacher.
23
24 E. All Association materials intended for distribution or display on any property
25 under the management of the Board shall be identified as Association material
26 before display or distribution.
27
28 F. Teachers unavailable for work have the following two (2) responsibilities:
29
30 1. Teachers must call the substitute call number or register absence on the
31 designated web site before 6:15 a.m. to report unavailability for work. Each
32 teacher shall at the time of reporting the absence state the type of leave being
33 taken and the anticipated length of absence.
34
35 2. Teachers absent due to illness shall call their building prior to student
36 dismissal whenever possible to indicate their availability for work the next
37 day.

ARTICLE 9

ASSOCIATION AND TEACHER RIGHTS

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- 4 A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby
- 5 agrees that every teacher shall have the right to freely organize, join and support
- 6 the Association for the purpose of engaging in collective bargaining and other
- 7 lawful concerted activities for mutual aid and protection. As a duly-elected
- 8 body exercising governmental power under color of law of the State of
- 9 Michigan, the Board undertakes and agrees that it will not directly or indirectly
- 10 encourage, discourage, or deprive or coerce any teacher in the enjoyment of any
- 11 rights conferred by the Act or other laws of Michigan and the United States;
- 12 that it will not discriminate against any teacher with respect to hours, wages, or
- 13 any terms or conditions of employment by reason of his/her membership in the
- 14 association, his/her participation in any activities of the Association or
- 15 collective professional negotiations with the Board, or his/her institution of any
- 16 grievance under this Agreement or otherwise with respect to any term or
- 17 conditions of employment.
- 18
- 19 B. Nothing contained herein shall be construed to deny or restrict any teacher
- 20 rights he/she may have under Michigan General school Laws, or the
- 21 Constitutions of the United States and the State of Michigan, or other applicable
- 22 laws and regulations.
- 23
- 24 C. The Association shall have the right to post notices of its activities and matter
- 25 of Association concern on lounge bulletin boards in the various school
- 26 buildings. The Association may use the district mail service and teacher
- 27 mailboxes for communication to teachers. No teacher shall be prevented from
- 28 wearing insignia, pins or other identification of membership in the association,
- 29 either on or off school premises.
- 30
- 31 D. The Board shall make available to the Association for inspection all public
- 32 records of the Vestaburg School system. The requests for such information
- 33 should be in writing stating specifically the information desired. This is not to
- 34 imply that oral requests will be denied. Official records will be made available
- 35 at the Office of the Superintendent and will not be removed from the
- 36 Superintendent's Office. These records will be available between 7:30 AM and
- 37 4:00 PM, Monday through Friday. Upon reasonable written request, the Board
- 38 shall furnish copies of financial information to the association. The VEA shall
- 39 reimburse the Board for all reasonable expenses incurred in providing this

1 information.

2
3 E. Teachers shall be entitled to full rights of citizenship as to their private and
4 personal lives. No religious or political activities of any teacher or the lack
5 thereof shall be grounds for any discipline or discrimination with respect to the
6 professional employment of such teacher except when the same shall interfere
7 with effective teaching or bring discredit upon the Vestaburg Community
8 Schools.

9
10 F. The provisions of this Agreement and the wages, hours, terms and conditions of
11 employment shall be applied in a manner which is not discriminatory and
12 without regard to race, creed, religion, color, national origin, age, sex, marital
13 status, height, weight, or handicap.

14
15 G. The Association shall have the right to use the school building facilities, and
16 equipment, including all of those available for teacher use, at reasonable times
17 and intervals for Association meetings before or after regular class hours. Other
18 duplicating equipment and calculating machines may be used with permission
19 of the administration. The Board of Education reserves the right to regulate
20 before and after-hours use of buildings, and in no case are association meetings
21 to interfere with other regularly scheduled activities. The Association shall pay
22 for the cost of all materials and supplies incident to such use.

ARTICLE 10

BOARD RIGHTS

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5 A. Nothing contained herein shall be considered to deny or restrict the Board of its
6 rights, responsibilities, and authority under the laws of the State of Michigan
7 and of the Federal Government of the United States. Except as stated by this
8 Agreement, all the rights, powers, and authority the board had prior to the
9 Board retains this Agreement.

10
11 B. It is expressly agreed that all rights which ordinarily vest in and have been
12 exercised by the Board, except those which are relinquished herein by the
13 Board, shall continue to vest exclusively in and be exercised exclusively by the
14 Board without prior negotiations with the Association either as to the taking of
15 action under such rights or with respect to the consequence of such action
16 during the term of this Agreement. Such rights shall include, by way of
17 illustration and not by way of limitation, the right to:

- 18
19 1. Manage and control its business, its equipment, and its operations and the
20 affairs of the Board.
21
22 2. Continue its rights, policies, and practices of assignment and direction of its
23 personnel and scheduling.
24
25 3. Direct the working forces, including the right to hire, promote, transfer and
26 determine the size of the work force.
27
28 4. Determine the services, supplies and equipment necessary to continue its
29 operations.
30
31 5. Adopt rules and regulations.
32
33 6. Determine the qualifications of employees.
34
35 7. Determine the number and location or relocation of its facilities, including
36 the establishment or relocation of new school, buildings, departments and
37 the relocation or closing of offices, departments, buildings or other facilities.
38
39 8. Determine the financial policies, including all accounting procedures.
40

1 C. The exercise of the foregoing powers, rights, authority, duties and
2 responsibilities by the Board, the adoption of policies rules, regulations, and
3 practices in furtherance thereof, and the use of judgment and discretion in
4 connection therewith shall be limited only by the terms of this Agreement and
5 then only to the extent such terms thereof are in conformance with the laws of
6 the State of Michigan and the laws of the United States.
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ARTICLE 11

TEACHER EVALUATION

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5 “Routine Evaluation” shall only contain the following: Teacher’s name, years of
6 service, position(s) held, whether overall performance is satisfactory, needs
7 improvement or unsatisfactory and the signature of the evaluator and evaluate. In
8 evaluating the work of the teacher, the Board agrees to the following:
9

- 10 A. All monitoring or observation of work performance of a teacher shall be
11 conducted openly and with full knowledge of the teacher.
12
- 13 B. Each teacher shall have the right, upon request, to review the contents of
14 his/her own personal files maintained at the individual school or at the
15 individual school or at the central personnel office. A witness or advisor of
16 the teacher’s choice may, at the teacher’s request, accompany said teacher in
17 this review. Each teacher’s personal file shall contain the following
18 minimum of information — all teacher evaluation reports, letters of
19 commendation, and required medical information, official transcript of
20 academic records, tenure recommendation, record of voluntary extra-
21 curricular activities, copies of annual contracts, teacher certificate, record of
22 Sick Leave and Personal Leave updated at the end of each semester.
23
- 24 C. Each teacher shall receive a copy of his/her evaluations by Vestaburg’s
25 administrators, commendations, and complaints directed toward the teacher
26 and a copy shall be included in the personal file.
27
- 28 D. The teaching performance of non-tenure teachers will be evaluated in
29 writing two (2) times each year, once by the end of the first semester and
30 once by May 1. Prior to October 30 and March 30, the Principal in charge
31 will hold a meeting with the non-tenure teacher to discuss his/her teaching
32 performance. A formal written evaluation need not be conducted or
33 concluded by October 30 and March 30. The Principal or his/her designee
34 will hold a conference with the non-tenure teacher within ten (10) days upon
35 completion of his/her observations. A copy of the written evaluation shall
36 be submitted to the teacher at the time of such conference and the teacher
37 shall have the opportunity to review the evaluation report and add his/her
38 comments.
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1 E. The teaching performance of tenured teachers will be observed and an
2 evaluation prepared as state law requires. The Principal or his/her designee
3 will hold a conference with tenured teacher within ten (10) days of
4 completion of his/her observations(s). This conference must be held prior to
5 April 15. A copy of the written evaluation shall be submitted to the teacher
6 at the time of such conference and teacher shall have the opportunity to
7 review the evaluation report and add his/her comments.

8
9 F. At the beginning of each school year all teachers will be given a copy of the
10 current teacher evaluation form. If during the course of the school year the
11 form is changed, all teachers will receive a new form immediately.

12
13 G. A complaint regarding a teacher made to the Administration by any parent,
14 student or other person who is considered in evaluating said teacher's
15 performance would be called to his or her attention with two (2) weeks of
16 receipt of said complaint.

ARTICLE 12

TEACHING CONDITIONS

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5 A. The Board will provide room and time for consultations and preparation for
6 teachers. All teachers shall be scheduled an amount of preparation time that
7 is as equal as possible. Preparation time will total no less than 250 minutes
8 per week. No block of time less than 10 minutes will count toward the
9 weekly minimum of 250 minutes. The minimum weekly minutes may not
10 be met during shortened weeks due to shortened days, occasional
11 assemblies, testing, professional development or emergencies.

12
13 B. The administration will attempt to secure outside substitutes when
14 necessary. In cases where the services of a substitute cannot be procured, or
15 in cases of emergency, a teacher or non-teaching professional may be
16 required to substitute in another teacher’s classroom during his/her planning
17 period. This shall be done on a rotation basis. In the event an elementary
18 art, music, or physical education teacher is absent and no substitute is
19 provided, the classroom teachers involved must be notified prior to the class
20 and required to cover that class period. (See Article 17, D. regarding
21 compensation for subbing on preparation period.)

22
23 C. Scheduled hours of student instruction which are not held because of
24 conditions not within the control of school authorities such as inclement
25 weather, fires, epidemics, mechanical breakdowns, or health conditions as
26 defined by the city, county or state health authorities, may be rescheduled
27 only at the end of the school year by the Board of Education to insure that
28 there are a minimum of one thousand ninety-eight (1098) hours of student
29 instruction or hours as required by the department of Education. Teachers
30 will receive their regular pay for days, which are canceled, but shall work on
31 any rescheduled days with no additional compensation.

32
33 When schools are closed due to impracticable driving conditions, teachers
34 shall not be required to report or suffer loss of salary for until the district
35 falls below the 1068 hours of student instruction or minimum hours required
36 by the State Department of Education. If, after we fail to meet the required
37 number of hours, it becomes necessary that school be made up, both students
38 and teachers with the possible exception of seniors will report, and there will
39 still be the scheduled work time at the end of the school year for teachers.
40

1 D. All teachers shall have at least a 28-minute duty-free lunch period.

2
3 E. Duty day

4
5 1. The Board shall have the right to establish the daily duty day for staff
6 and the daily schedule for student instruction (including length of, and
7 the daily starting and ending times for, both the staff duty day and the
8 student instruction day), and may in its discretion from time to time
9 modify same as deemed necessary by the board to best serve the
10 educational interests of students. Provided, however, that the length
11 of the daily duty day for staff and the student instruction day shall not
12 exceed the levels set forth below unless the board shall determine
13 such increase to be necessary in order for the school district to meet
14 legal criteria required to receive full state aid funding:

15
16 A) Daily duty day for staff: 7 hours 20 minutes

17
18 B) Student attendance day: 7 (M.S. & H.S.), 7 hours 5 minutes
19 (Elem.)

20
21 2. The Board shall have the right to establish the instructional format for
22 presentation of instruction at any grade level(s) in order to better
23 accomplish the educational/curricular goals of the school district, and
24 may in its discretion from time to time modify same as deemed
25 necessary by the Board to best serve the educational interests of
26 students. Alternative instructional formats, which may be
27 implemented, shall include, but not be limited to, 'block schedules,'
28 'seven period' student day and/or such other format(s) as the Board
29 and Association mutually agrees upon.

30
31 F. On Fridays, and days preceding holidays, the teacher may leave after buses
32 have gone.

33
34 G. Teachers should plan to make themselves available twice a month for a
35 period not to exceed sixty (60) minutes for teachers' meetings. All teachers
36 are to be present except teachers participating in interscholastic competition
37 or performance. Teachers shall be notified at least two (2) school days prior
38 to the date of the meeting.

1 H. Duty year
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3 1. The Board shall have the right to establish the number of duty days in
4 the annual duty year for staff, and may in its discretion from time to
5 time modify same as deemed necessary by the Board to best serve the
6 educational interests of students. Provided, however, that the number
7 of student instruction days per duty year shall be no less than the level
8 set forth below unless the board shall determine such increase to be
9 necessary in order of the school district to receive full state aid
10 funding:
11

12 a. 1098 hours of student instruction, or
13

14 b. hours and/or days as required by the Department of Education.
15

16 2. The specific dates of all relevant activities during each school year
17 shall be as established in the negotiated calendar as set forth in this
18 agreement (subject to any additional days added by the Board
19 pursuant to article 12.H.1 above).
20

21 3. Any increase in the number of student instruction days added to the
22 staff duty year pursuant to article 12.H.1 above, shall be no more than
23 the minimum number of days necessary for the school district to
24 receive full state aid.
25

26 4. Teachers may be required to attend two one-half day or one full day in
27 service programs that may be scheduled the week before school
28 begins in August. Teachers shall be paid \$75.00 for full day and
29 \$40.00 for one-half day attendance at these programs. Teachers shall
30 be notified at least six months in advance of their required attendance.
31 The Superintendent at his/her discretion may make attendance
32 requirement exceptions.
33

34 5. Teachers shall attend two (2) school functions outside the school day,
35 Graduation is highly encouraged. Open House and Parent/Teacher
36 conferences are required pursuant to article 12.H.2 above.
37

38 I. During contracted hours, the teachers must receive permission to leave
39 school grounds from their respective building Principal or his/her designated
40 representative.

- 1 J. The Board will continue to provide assistance to elementary teachers in the
2 form of aides provided funds are available.
3
- 4 K. Reasonable attempts will be made by the administration to balance the size
5 of the classes. Classes will be as small as is possible to meet the educational
6 needs of the students. If either the Association or the Board believes that the
7 class sizes are unreasonably large, then both parties will meet and mutually
8 agree to a solution.

ARTICLE 13

STUDENT DISCIPLINE AND TEACHER PROTECTION

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5 A. Good order and discipline are necessary for effective teaching. While each
6 teacher is responsible for maintaining such an atmosphere in each of his/her
7 classes, the Board recognizes that, through its administration, it must support its
8 teachers in taking all reasonable actions to maintain proper classroom order,
9 and it agrees to do so.

10
11 1. It is recognized that incorporating remedial and/or special education students
12 into the regular classroom is educationally sound. Regular classroom
13 teachers will receive such additional support from special education teachers
14 or specialists as the building administrator shall in his/her discretion decide
15 are appropriate and necessary. The teacher shall not be charged with the
16 responsibility for psychotherapy.

17
18 B. It is recognized that well-taught classes and constructively applied methods or
19 preventive discipline minimize discipline problems. Discipline of students by
20 teachers shall be in accordance with Michigan law and any applicable Board
21 policies and/or administrative directives.

22
23 C. A teacher may exclude a pupil from his/her class for up to one hour when the
24 grossness of the offense, the persistence of the misbehavior or the disruptive
25 effect of the violation makes the continued presence of the student in the
26 classroom intolerable. A meeting will be held between the administrator in
27 charge and the teacher, if the teacher or administrator requests such a meeting
28 in order to work out a solution before the student can be returned to class.

29
30 D. Any case of assault upon a teacher shall be promptly reported to the building
31 administrator. If the Board/Administration in its discretion determines that the
32 teacher's conduct in such an incident was appropriate and in compliance with
33 all applicable statutes, policies and directives: (1) the Board shall provide legal
34 counsel to advise the teacher of his/her rights and obligations regarding the
35 criminal aspects of the assault and (2) the Board shall render reasonable
36 assistance to the teacher in conjunction with the handling of the criminal
37 charges by law enforcement and judicial authorities. (3) time lost by a teacher
38 for consultation or court appearances in connection with any incident
39 mentioned in D above shall not be charged against the teacher's sick leave.
40

1 E. Any teacher who is absent because of an injury suffered from a physical assault
2 and/or battery as a result of employment related activity, shall receive from the
3 Board the difference between the teacher's weekly income and the amounts to
4 which the teacher is entitled under provisions of the Worker's Compensation
5 laws for a period up to ten work weeks. Beyond 10 work weeks such payments
6 would be charged against compensable leave on a prorated basis computed on
7 the relationships of the differential pay to the teacher's regular weekly pay until
8 the compensable leave is exhausted.

9
10 F. If a teacher is injured while in the line of duty, medical, surgical and hospital
11 care will be furnished in accordance with the Worker's Compensation laws.

12
13 G. Any complaint by a parent or a student directed toward a teacher shall be called
14 to the teacher's attention by the administration before either (1) any judgment is
15 made or (2) disciplinary action taken against involving such teacher based
16 thereon.

ARTICLE 14

**REDUCTION IN PERSONNEL –
ANNEXATION & CONSOLIDATION OF DISTRICT**

1
2
3
4
5
6 A. To the full extent permitted by law, this Agreement shall be binding upon
7 the Board and its successor personnel and upon any school district into
8 which or with which this district shall be merged or combined.
9

10 B. In the event this district shall be combined with one or more districts, the
11 Board will use its best efforts to assure the continued employment of its
12 teachers in such consolidated district.
13

14 C. Seniority shall be defined as length of continuous employment within the
15 teaching unit of the Vestaburg Community Schools as of the teacher’s first
16 day of work. Where one or more teachers have the same seniority date, their
17 placement on the seniority list shall be determined by a lottery conducted in
18 the presence of the affected teachers and Association President.
19

20 For administrators currently employed by the school district, seniority is
21 defined as the length of continuous employment within the bargaining unit
22 whether or not such employment has been within the bargaining unit plus
23 only such employment beyond July 1, 1983 as is within the bargaining unit.
24

25 A teacher shall lose all seniority rights if he/she retires, resigns, or is
26 discharged for just cause.
27

28 D. The word “qualified” shall be referred to in Article 5 Certification and
29 Qualifications:
30

31 E. In the event of a layoff, the following procedure will be followed:
32

33 1. Probationary teachers will be laid off first unless a tenure teacher is
34 not qualified in any of the remaining subject fields. The following
35 order will be used:
36

37 a. Certification. Not only must teachers hold valid teachers
38 certificates, but they must be qualified in the subject fields they
39 are teaching .
40

1 b. Competency as determined by administrative evaluation of
2 probationary personnel.

3
4 c. Seniority.

5
6 1. When all probationary teachers (with exception of
7 qualified one kept) have been laid off, tenure teachers
8 shall be laid off by the following procedure:

9
10 A. Certification. Not only must teachers hold valid
11 teachers certificates, but also they must be
12 qualified in the subject field they are teaching.

13
14 B. Seniority.

15
16 C. Competency as determined by administrative
17 evaluation of tenure personnel.

18
19 D. Physical fitness.

20
21 E. Absentee rate.

22
23 F. Teachers on layoff shall be recalled in inverse order of their layoff to any
24 position which becomes vacant and for which he/she is certified and
25 qualified. The district shall employ no new teachers, except in an
26 emergency and on a temporary basis, while there are any teachers of the
27 district on layoff who have the certification and qualifications to fill the
28 vacancy.

29
30 G. The Board shall give written notice of recall from layoff by sending a
31 registered or certified letter to said teacher at his/her last known address.
32 This notice may be delivered to the teacher personally instead of by
33 registered or certified mail.

34
35 H. A teacher's failure to respond to a recall notice within ten (10) business days
36 of the date of mailing shall be constructive proof of the teacher's resignation.
37 The Association President shall be notified of such action.

38
39 I. It shall be the responsibility of each teacher to notify the board of any
40 change of address. The teacher's address as it appears on the Board's

1 records shall be conclusive when used in connection with layoffs, recall or
2 other notices to the teacher.

3
4 J. A teacher on layoff shall be listed on the recall list for two (2) years from the
5 date of his layoff. Thereafter, the teacher shall lose all rights of recall.

6
7 K. The Board shall prepare a seniority list and post a copy of same on or before
8 November 1 of each year.

9
10 L. Should a reduction of personnel become necessary, the Superintendent shall
11 meet with the Association President to discuss the proposed layoff list. The
12 Association shall have the right to file a grievance within seventy-two (72)
13 hours of that meeting regarding any disagreements it may have with the
14 layoff list.

15
16 M. Any change in the certification of a teacher while on lay-off shall not be
17 used to displace a teacher not on layoff.

18
19 N. In the event of a layoff, the Board shall notify the teacher at least fifteen (15)
20 days prior to the effective date of the layoff.

21
22 O. A teacher who is laid off and who is paid unemployment compensation
23 benefits during the summer immediately following the layoff and who is
24 subsequently recalled to the teaching position at the beginning of the next
25 school year will be paid according to an annual salary rate, such that his/her
26 unemployment compensation plus that annual salary rate will be equal to the
27 rate of salary he/she would have earned for the school year had he/she not
28 been laid off.

ARTICLE 15

PROFESSIONAL GRIEVANCE PROCEDURE

1
2
3
4
5 A. A grievance shall be defined as a claim by an employee that there has been a
6 specific violation, misinterpretation or misapplication of the expressed terms of
7 this Agreement.

8
9 The following matters shall be specifically exempted from the grievance
10 procedure:

- 11
12 1. The termination of service of any teacher
13
14 2. The failure to place or re-hire a teacher in an extra-curricular assignment.
15
16 3. The provisions of insurance contracts and insurance policies.
17
18 4. Any policies, rules, regulations, or practices of the employer, which do not
19 directly relate to or affect wages, hours or working conditions.
20
21 5. Any article or section of this Contract that has, by its wording, been
22 excluded from this grievance procedure.
23
24 6. Any matter set forth in this Agreement which is covered by a State or
25 Federal law (specifically including but not limited to, Article 9, Sections A,
26 B AND F)
27
28 7. Any matter over which the Tenure Commission would assume jurisdiction.
29

30 B. Level One Grievance Procedure:

- 31
32 1. Any teacher or group of teachers (or the Association at the request of a
33 teacher or group of teachers) alleging a violation of the terms of the
34 Agreement, shall within five (5) days of the alleged violation meet with his
35 immediate supervisor and attempt to resolve the matter informally.
36
37 2. The designated Building Representative or an officer of the Association may
38 represent the teacher.
39
40

- 1 3. Within five (5) days of the informal discussion the supervisor shall give his
2 disposition orally to the grievant.
3

4 C. Level Two Grievance Procedure
5

- 6 1. If the grievance is not resolved at Level One and the teacher wishes to
7 pursue it further, he may proceed to Level Two and file a written grievance.
8

- 9 2. A written grievance must be:

10 a. Signed by the grievant.
11

12 b. Specific to the facts of the alleged violation.
13

14 c. Specific to the section or subsection of the Agreement that has been
15 violated.
16

17 d. Specific to the date, time and place of the alleged violation.
18

19 e. Specific as to the relief requested.
20

- 21 3. Any written grievance not substantially in accordance with the above may be
22 rejected as improper and such rejection shall not extend the time limitation
23 stated.
24

- 25 4. A written grievance may not be filed any later than ten (10) days after the
26 supervisor's response at Level One.
27

- 28 5. The written grievance shall be filed with the immediate supervisor, who
29 shall give a written answer within (10) days after receiving it.
30

31 D. Level Three Grievance Procedure:
32

- 33 1. If the grievance is not resolved at Level Two and the teacher wishes to
34 pursue it further, he may proceed to Level Three.
35

- 36 2. Within ten (10) days of receipt of the supervisor's Level Two answer, the
37 teacher must file a written appeal with the Superintendent.
38

- 39 3. The written appeal must contain a copy of the grievance and the Level Two
40

1 answer and any other material the teacher may wish to submit.

- 2
3 4. The Superintendent shall give the grievant a written answer within ten (10)
4 days from the date of receipt of the appeal.

5
6 E. Level Four Grievance Procedure:

- 7
8 1. If the grievance is not resolved at Level Three and the grievant and
9 Association wishes to pursue it further, they may proceed to Level Four.
10
11 2. Within fifteen (15) days after receipt of the Level Three answer, the
12 Association shall notify the Superintendent that they request an appeals
13 board hearing. They shall request a date and time for a meeting, which shall
14 not conflict with normal school duties, which shall be within thirty (30) days
15 of the date of the request.
16
17 3. The appeals board shall consist of the grievant and two representatives of the
18 Association and the immediate supervisor, Superintendent and one other
19 person representing the Board of Education.
20
21 4. A written record shall be kept and shall include a copy of the written
22 grievance and all responses as well as any other material which as been
23 submitted.
24
25 5. The appeal board shall meet and attempt to resolve the grievance at the first
26 meeting. If mutually agreeable, a second meeting may be held within ten
27 (10) days of the first meeting.
28
29 6. A written summary of the meeting(s), including any settlement, if any, shall
30 be prepared and forwarded to the grievant and the Association within ten
31 (10) days of the final meeting.
32

33 F. Level Five Grievance Procedure:

- 34
35 1. If the grievance is not settled at the preceding step, it may be submitted to
36 binding arbitration. Within ten (10) working days of the receipt of the
37 Superintendent's answer, the party choosing to arbitrate must give written
38 notice to the other party, (setting forth specifically the nature of the dispute
39 to be arbitrated). And take the necessary actions to initiate a case on appeal
40 in accordance with the procedures of the American Arbitration Association.

- 1 2. The arbitrator to be assigned to the case shall be selected in accordance with
2 the procedures of the American Arbitration Association.
3
- 4 3. Upon selection by the parties, the arbitrator shall conduct the arbitration
5 hearing and other related matters in accordance with the rules and
6 regulations of the American Arbitration Association.
7
- 8 4. The rules of the American Arbitration Association shall govern the
9 procedures at this level. The Board and the Association shall divide the fees
10 and expenses of the arbitrator equally. Each side shall be responsible for the
11 compensation, fees and expenses of their representatives and witnesses.
12
- 13 5. If the Board challenges the arbitrability of the matter, the arbitrator shall rule
14 on that question first and then, if mutually agreeable, shall hear the merits of
15 the grievance. The Board reserves the right to question the arbitrability of
16 the matter or jurisdiction of the arbitrator in a court of competent
17 jurisdiction.
18
- 19 6. The arbitrator shall be limited to deciding if the board has violated,
20 misapplied or misinterpreted any of the express terms of this Agreement.
21 His powers are further limited as follows:
22
 - 23 a. He shall have no power or authority to supplement, enlarge, diminish, or
24 alter the scope or meaning of this Agreement.
25
 - 26 b. He shall have no power to substitute his judgment for that of the board
27 where the Board has retained such judgment.
28
 - 29 c. He shall have no power to make monetary awards or adjustments where
30 no wage loss has been caused by the action of the Board.
31
 - 32 d. He shall have no power to determine the constitutionality of state or
33 federal laws and/or regulations, nor the legislative intent of any state or
34 federal laws and/or regulations, nor shall he have any power to interpret
35 or apply any such state or federal laws and/or regulations.
36
 - 37 e. He shall have no power to establish or alter any salary schedule.
38
 - 39 f. He shall have no power to decide any matter of health.
40

1 g. He shall have no power to decide any subjective aspect of job evaluation.

2
3 h. He shall have no power or authority to award any monetary adjustment
4 retroactively to a date earlier than the alleged violation.

5
6 7. Both parties agree to be bound by the decision of the arbitrator and agree
7 that either party may enter judgment thereon in any court of competent
8 jurisdiction,

9
10 a. provided, however, that either party may seek judicial relief in the event
11 that the arbitrator exceeds his express authority in violation of the terms
12 of this article.

13
14 8. No decision in one case shall serve as a precedent in any other case.

15
16 G. The following shall apply to all grievances and all levels of the grievance
17 procedure:

18
19 1. An individual employee may present a grievance to the board or its
20 designated representative without the intervention of the Association or its
21 representatives, provided that any adjustment is not inconsistent with the
22 terms of this Agreement.

23
24 2. There shall be no stoppage of work as the result of a grievance. All
25 grievance matters shall take place at a time outside the normal school day.

26
27 3. The term “days” as used in this Article shall mean school days during the
28 school year and shall mean Monday through Friday, excluding holidays, at
29 other times.

30
31 4. The time limits established in the Article shall be strictly applied, but may be
32 extended by mutual written consent. The violation of a time limit by the
33 Association shall render the grievance settled on the basis of the
34 Board/Administration’s last response. The violation of a time limit by the
35 Board/Administration shall allow the Association the right to proceed to the
36 next level of the grievance procedure.

37
38 5. The Board may consider two or more similar grievances as one with its
39 responses directed to the Association.

1 6. Any grievance filed during the life of this Agreement may be process to
2 completion up to and including arbitration.
3

ARTICLE 16

LEAVE OF ABSENCE

A. Paid leaves of absence

Every regularly-employed, full-time teacher excluding those on leave of absence, shall be granted leave with pay of up to fourteen (14) days. Eleven (11) of these paid leave days shall accumulate from year to year to a maximum of 180 days.

1. Paid leave may be used for any purpose and only as limited by A. 2. below, including illness, injury, or disability in immediate family (spouse, mother, father, brother, sister, children, grandchildren, step-children or those living in the same household) [for a maximum of twenty (20) days.] A maximum of five (5) days per year may be used for illness, injury, or disability of other family members.
2. Paid leave shall not be used for seeking other employment. Paid leave shall not be used on the opening day of school, the closing day of school, or the day before or the day after any scheduled day off for staff (excluding weekends unless it is explicitly approved by the Superintendent of Schools).

No more than four (4) teachers from the district may be on paid leave at any one time without the express written approval of the Superintendent. No more than three (3) paid days may be used in a row without the written approval of the Superintendent.

Such leave may be granted upon application submitted in writing to the superintendent by the employee at least forty-eight (48) hours before the absence or after the absence in case of emergency. An emergency is an unforeseen incident over which the individual has no control and requires immediate attention.

B. Leaves of absence with full pay not chargeable against the teacher's paid leave shall be granted for the following reasons:

1. Absence when a teacher is called for jury service or when subpoenaed as a witness at any judicial or administrative proceeding. Concerning

1 jury duty and subpoenaed witness duty, the teacher shall forfeit to the
2 board the money paid solely for jury duty and subpoenaed witness
3 duty, not including mileage. The Board retains the right to ask the
4 court to excuse an impaneled jury member.

- 5
- 6 2. Approved visitation of other schools.
- 7
- 8 3. Time necessary to take the selective service physical examination.
- 9
- 10 4. When attending any function when so directed by the administration.
- 11
- 12 5. Bereavement: Utilization of such leave shall be for the purpose of
13 attending the funeral or making funeral arrangements in the case of
14 death in the immediate family (spouse, mother, father, mother-in-law,
15 father-in-law, brother, sister, children, step-children, grandparents,
16 step-grandchildren, spouses of children or those living in the same
17 household). This leave shall be for a maximum of five (5) days per
18 occurrence. Three (3) days will not be charged against paid leave.
19 Additional approved days will be charged to paid leave pursuant to
20 Article 16.A.1.

- 21
- 22 C. At the beginning of the school year, the Association shall be credited with
23 five (5) days of business leave to be used by a teacher who is an officer or
24 representative of the Association. The day shall be scheduled as early as
25 possible by mutual agreement with the principal. The Association agrees to
26 notify the Board in writing no less than forty-eight (48) hours in advance of
27 the requested date. The Association shall reimburse the Board for the cost
28 of the substitute.

29

30 II. Unpaid leaves of absence

31

32 Any teacher who is not qualified for a paid leave under the terms of this
33 article may request an unpaid leave of absence. Military and health leave
34 requests shall be granted. All other unpaid leaves shall be at the discretion of
35 the board and may be granted for any reason, subject to the following
36 limitations and requirements:

- 37
- 38 A. A written request must be received by the Board not less than ninety
39 (90) calendar days prior to the requested commencement of the leave.
40 Waiver of this provision shall be at the sole discretion of the Board.

1 B. All requests shall state the reason for the leave, the requested
2 commencement date, the length of the leave, and if applicable, the
3 benefit to the teacher and school.
4

5 C. The commencement and termination dates (except as limited in
6 sections d and e of this article) of leaves based upon illness, injury or
7 disability (including disability from pregnancy) shall be based upon
8 the teacher's ability to perform the work normally assigned to
9 him/her. In cases of dispute, a doctor will make the determination
10 mutually agreeable to the association and the Board.
11

12 D. Leaves shall be for no more than one (1) year.
13

14 E. Leaves may be extended at the discretion of the Board for no more
15 than one (1) additional year. Requests for an extension must be filed
16 with the Board no later than ninety (90) days prior to the termination
17 of the original leave. Waiver of this provision shall be at the sole
18 discretion of the Board.
19

20 F. A teacher on an unpaid leave shall retain accumulated seniority, but
21 shall not accrue additional seniority while on leave; and shall not be
22 entitled to any compensation or benefits under the contract. A teacher
23 who completes more than 50% of the class days in any school year
24 shall receive credit for that year as it applies to placement on the
25 salary schedule.
26

27 III. Miscellaneous conditions
28

29 A. The Board shall place a teacher returning from a leave of one (1) year
30 or less in their former position or one of similar nature. Teachers
31 returning from a leave of more than one (1) year shall be re-hired in
32 the first position available for which he/she is certified and qualified.
33

34 B. The Superintendent for good reason may require a teacher to submit
35 to a physical or mental examination by a doctor mutually selected by
36 the Superintendent and the teacher or the teacher's designee. Such
37 examination shall be conducted during the teacher's normal workday
38 without loss of pay. The Board shall pay the cost of such examination
39 and associated testing.
40

ARTICLE 17

PROFESSIONAL COMPENSATION

- 1
2
3
4
5 A. The salaries and extra-pay benefits of employees represented by this
6 Association are set forth in Schedule A, Schedule B and Schedule C
7 respectively.
8
9 B. Pay options are as follows:
10 1. Twenty four (24) equal pays from September until August;
11 2. Twenty four (24) pays with a lump sum by the end of June;
12 3. Nineteen (19) equal pays through each teaching year.
13
14 C. Library: during the last two student days of the school year, library materials
15 may not be checked out. The Media Centers will remain open for teachers
16 needing to bring in classes for research through the last student day.
17
18 D. Any teacher or non-teaching professional who substitutes in another
19 classroom or for another teacher, non-teaching professional or principal
20 during their preparation period in the current school year will be credited
21 with one (1) additional day of personal leave, as provided in Article 16,
22 Section A.4. for each three hundred (300) minutes of substituting.
23 Elementary teachers who substitute during their “specials time” (examples:
24 art, music, P.E., technology) will be credited for minutes substituted towards
25 the three hundred (300) minutes. A teacher or non-teaching professional may
26 choose from the following:
27
28 1. Turn the 300 earned minutes into a personal day at the time the
29 minutes are earned, or
30
31 2. On or before the 2nd Friday in May the staff person needs to
32 determine whether accrued time will be converted to personal time
33 or paid time by written request or via e-mail to central office. All
34 personal time will be rolled over to sick time. If no written
35 request is made any minutes accrued will be paid at a rate of:
36
37 \$23.00 per hour of substituting in 2008-2009
38 \$24.50 per hour of substituting in 2009-2010
39 \$24.50 per hour of substituting in 2010-2011
40

1 E. Graduate hours that are necessary to qualify for the MA/BA +40 graduate-
2 hour scale and the MA + 20 graduate-hour scale found in Schedule A must
3 be validated by a transcript of credit, and presented to the business office no
4 later than the end of the teacher's first working day.

5
6 F. Any teaching on a teacher's preparation time shall be paid according to the
7 following formula. (Rounded to the nearest cent each step.)

8
9 Contracted Salary Amount/# of teacher days = per diem rate.

10
11 Per diem rate/(length of teacher day-Lunch) = per minute rate.

12
13 Per minute rate X minutes of class = per diem X # of days = Contracted
14 amount for teaching on preparation period.

ARTICLE 18

FRINGE BENEFITS

1
2
3
4
5 A. The Board shall provide the following MESSA PAK Plan A for the
6 bargaining unit member and his/her eligible dependents as defined by
7 MESSA:

8
9 MESSA Choices II

10 \$200/\$400 in Network Deductible

11 \$10 office visit; \$25 Urgent Care; \$50 Emergency Room Services

12 Saver Rx (Starting November 1, 2011)

13
14 MESSA/DELTA DENTAL 75/75/75; \$1500 Ortho

15
16 VSP 2

17
18 \$20,000 life with AD & D

19
20 Bargaining unit members not electing MESSA PAK Plan A will select
21 MESSA PAK Plan B:

22
23 MESSA/DELTA DENTAL 75/75/75; \$1500 Ortho

24
25 VSP 2

26
27 \$20,000 life with AD & D

28
29 The Board will also contribute the following dollar amounts each month
30 toward the purchase of any MESSA tax-exempt variable and/or fixed
31 options, or MEA Financial Services IRS approved tax-deferred annuities or
32 cash in lieu for teachers selecting PAK B in the amount of \$350.00.

33
34 Starting November 1, 2011, each teacher selecting MESSA PAK Plan A
35 or B shall contribute twenty (20) % of his/her PAK Plan monthly
36 premium rate through payroll deduction.

37
38 B. Those teachers who work at least one-half (1/2) time will receive prorated
39 health insurance benefits.

1 C. All claims submitted are subject to the terms set forth by the various
2 insurance administrators and underwriters. As such any claims disputes
3 are, therefore, not subject to the grievance procedure.
4

5 Eligible employees as set forth herein are responsible for the completion of
6 all necessary enrollment forms and for fulfilling any requirements
7 established by the insurance administrators or underwriters.
8

9 The Board shall be responsible for providing insurance information
10 including applications and claim materials and be responsible for
11 transmitting the applications to the insurance company or MESSA in a
12 timely manner.
13

14 The Board by payment of the premium payments required to provide the
15 insurance coverage shall be relieved from all liability with respect to the
16 benefits provided by the insurance coverage described. The terms of any
17 contract or policy issued by insurance, company of MESSA herein shall be
18 controlling as to all matters including but not limited to benefits, eligibility,
19 commencement and termination of coverage.
20

21 Where the Board employs both spouses, the Board shall not be obligated to
22 provide dual health insurance coverage. Where the Board employs both
23 spouses, one employee must elect Plan B of the MESSA Pak.
24

25 For 2011-12: If the fall student count is 705 or more, the district will pay the
26 insurance deductible for the covered teacher.
27

28 For 2012-13: If the fall student count is 715 or more, the district will pay the
29 insurance deductible for the covered teacher.
30
31
32
33
34
35
36
37
38
39
40

ARTICLE 19

SCHOOL IMPROVEMENT

- 1
2
3
4
5 A. The Board, Administration, teachers and Association recognize the necessity of
6 maintaining ongoing district-wide school improvement plans and importance of
7 continued recognition of quality educational services as a fundamental priority
8 and shared goal of the parties.
9
10 B. The Board recognizes that the terms and conditions of the collective bargaining
11 agreement will govern with respect to wages, hours and other conditions of
12 employment and that those terms shall not be altered or modified through the
13 school improvement process, absent written mutual agreement and ratification
14 by the parties.
15
16 C. To the extent any proposed element of the District's school improvement plan
17 conflicts with the terms of the Master Agreement, the identified provisions will
18 be subject to renegotiation at the request of the Board. Any amendments to the
19 agreement will be subject to ratification by the parties.
20
21 D. The involvement for teachers in school improvement planning shall be
22 voluntary and shall not require additional compensation.
23

ARTICLE 20

MENTOR TEACHER

1
2
3
4
5 A. In accordance with Public Act 335 of 1993, as amended by PA 289 of 1995 –
6 Section 1526, for the first three (3) years of employment in classroom teaching,
7 a teacher shall be assigned one (1) or more master teachers, or college
8 professors or retired master teachers who shall act as a mentor or mentors to the
9 teacher.

10
11 Vestaburg Community School will form a Mentor/Mentee program to aid in the
12 support of the professional growth of new teachers to the district.

13
14 B. The Mentor Teacher shall not be involved in evaluating the Mentee.
15 Bargaining unit members will receive a stipend for serving on the Mentor
16 Committee. Stipends will be paid to mentors according to the following
17 schedule:

- 18 1. 1st year mentee: \$280/mentee per year.
- 19 2. 2nd year mentee: \$220/mentee per year.
- 20 3. 3rd year mentee: \$200/mentee per year.

ARTICLE 21

MISCELLANEOUS

- 1
2
3
4
5 A. The parties agree that this contract incorporates their full and complete
6 understanding and that any prior oral agreements or practices are superseded by
7 the terms of this Agreement. The parties further agree that no such oral
8 understanding or practices will be recognized in the future unless committed to
9 writing and signed by the parties as supplement to this Agreement.
10
11 B. Copies of this Agreement shall be provided to all teachers.
12
13 C. If any provision or application of this Agreement shall be found contrary to law,
14 then such provision or application shall not be deemed valid and subsisting
15 except to the extent permitted by law, but all other provisions or applications
16 shall continue in full force.
17

VESTABURG COMMUNITY SCHOOL SCHEDULE "A"

For 2011-12: 0% salary increase with no steps.

For 2012-13: Step increases.

And 1% salary increase as long as per pupil funding increases for the district.

2011-2012									
Base Salary at BA Level for 2011-2012						\$33,548.00	(0% increase over 2010-2011)		
Step	BA/BS			MA or BA + 40			MA + 20		
	Index			Index			Index		
1		1.0000	33,548.00		1.0650	35,729.00		1.0800	36,232.00
2	0.040	1.0400	34,890.00	0.050	1.1150	37,407.00	0.050	1.1300	37,910.00
3	0.040	1.0800	36,232.00	0.050	1.1650	39,084.00	0.050	1.1800	39,587.00
4	0.040	1.1200	37,574.00	0.050	1.2150	40,761.00	0.050	1.2300	41,265.00
5	0.050	1.1700	39,252.00	0.060	1.2750	42,774.00	0.060	1.2900	43,277.00
6	0.050	1.2200	40,929.00	0.060	1.3350	44,787.00	0.060	1.3500	45,290.00
7	0.050	1.2700	42,606.00	0.060	1.3950	46,800.00	0.060	1.4100	47,303.00
8	0.050	1.3200	44,284.00	0.060	1.4550	48,813.00	0.060	1.4700	49,316.00
9	0.060	1.3800	46,297.00	0.070	1.5250	51,161.00	0.070	1.5400	51,664.00
10	0.060	1.4400	48,310.00	0.070	1.5950	53,510.00	0.070	1.6100	54,013.00
11	0.060	1.5000	50,322.00	0.070	1.6650	55,858.00	0.070	1.6800	56,361.00
12	0.060	1.5600	52,335.00	0.070	1.7350	58,206.00	0.070	1.7500	58,709.00
Longevity		Longevity							
16 *	0.03	1.5900	53,342.00	0.03	1.7650	59,213.00	0.03	1.7800	59,716.00
21 **	0.03	1.6200	54,348.00	0.03	1.7950	60,219.00	0.03	1.8100	60,722.00
26 ***	0.03	1.6500	55,355.00	0.03	1.8250	61,226.00	0.03	1.8400	61,729.00

16 * ~ To be eligible to receive Step 16 compensation, the teacher must have been employed by Vestaburg Schools for 15 years.

21** ~ To be eligible to receive Step 21 compensation, the teacher must have been employed by Vestaburg Schools for 20 years.

26 *** ~ To be eligible to receive Step 26 compensation, the teacher must have been employed by Vestaburg Schools for 25 years.

Base Salary at BA Level for 2012-2013

\$33,884.00

(1% increase over 2011-2012
IF per pupil funding increases)

2012-2013

Step	BA/BS			MA or BA + 40			MA + 20		
	Index			Index			Index		
1		1.0000	33,884.00		1.0650	36,087.00		1.0800	36,595.00
2	0.040	1.0400	35,240.00	0.050	1.1150	37,781.00	0.050	1.1300	38,289.00
3	0.040	1.0800	36,595.00	0.050	1.1650	39,475.00	0.050	1.1800	39,984.00
4	0.040	1.1200	37,951.00	0.050	1.2150	41,170.00	0.050	1.2300	41,678.00
5	0.050	1.1700	39,645.00	0.060	1.2750	43,203.00	0.060	1.2900	43,711.00
6	0.050	1.2200	41,339.00	0.060	1.3350	45,236.00	0.060	1.3500	45,744.00
7	0.050	1.2700	43,033.00	0.060	1.3950	47,269.00	0.060	1.4100	47,777.00
8	0.050	1.3200	44,727.00	0.060	1.4550	49,302.00	0.060	1.4700	49,810.00
9	0.060	1.3800	46,760.00	0.070	1.5250	51,674.00	0.070	1.5400	52,182.00
10	0.060	1.4400	48,793.00	0.070	1.5950	54,045.00	0.070	1.6100	54,554.00
11	0.060	1.5000	50,826.00	0.070	1.6650	56,417.00	0.070	1.6800	56,926.00
12	0.060	1.5600	52,860.00	0.070	1.7350	58,789.00	0.070	1.7500	59,297.00
Longevity									
16 *	0.03	1.5900	53,876.00	0.03	1.7650	59,806.00	0.03	1.7800	60,314.00
21 **	0.03	1.6200	54,893.00	0.03	1.7950	60,822.00	0.03	1.8100	61,331.00
26 ***	0.03	1.6500	55,909.00	0.03	1.8250	61,839.00	0.03	1.8400	62,347.00

16 * ~ To be eligible to receive Step 16 compensation, the teacher must have been employed by Vestaburg Schools for 15 years.
21** ~ To be eligible to receive Step 21 compensation, the teacher must have been employed by Vestaburg Schools for 20 years.
26 *** ~ To be eligible to receive Step 26 compensation, the teacher must have been employed by Vestaburg Schools for 25 years.

SCHEDULE B – 2011-2013 EXTRA PAY ALLOWANCES

(All Schedule B % will be based on BA and the steps based on years. For 2011-12 and 2012-13, Schedule B salaries will be reduced by 10%.)

Baseball

Head	9%
Junior Varsity	6%

Basketball

Boys – Head	9%
Boys – Junior Varsity	6%
Boys – freshmen	5%
Boys – 8 th Grade.....	3.5 %
Boys – 7 th Grade.....	3.5 %
Girls – Head	9%
Girls – Junior Varsity	6%
Girls – 8 th Grade.....	3.5 %
Girls – 7 th Grade.....	3.5 %

Cheerleading

High School	6%
High School (Winter/Competitive)...	6%
Middle School (Competitive)	3.5%

Cross Country

4%

Football

Head	9%
Assistant	6%
Junior Varsity	6%

Golf

6%

Softball

Varsity.....	9%
Junior Varsity.....	6%

Track

Head	7%
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Varsity Assistant 3.5 %
Middle School 2%
Middle School Assistant 2%

Volleyball

Head 7%
Junior Varsity 5%
7th Grade 3.5%
8th Grade 3.5%

Wrestling 9%

SCHEDULE C – EXTRA PAY ALLOWANCES
 (All Schedule C % will be paid based on BA step 1)

Student Council

High School	4%
Middle School.....	3%
Elementary School.....	2%

National Honor Society..... 4%

Yearbook..... 4%

(This position will not be paid if it is taught as a class during the school day.)

Middle School Yearbook 1%

Update..... 2%

Class Advisors

Senior Class (2)..... 2%

Junior Class (2) 3%

Sophomore Class (2)..... 1%

Freshmen Class (2)..... 1%

Guidance

High School.....3%

Middle School.....2%

Elementary School.....2%

MSAC Teams

Quiz Bowl.....2%

Model UN.....2%

Language Arts.....2%

Talent Review.....1%

Art Review.....1%

Technology Team.....2%

Forensics.....1%

Science Olympiad.....2%

Drama.....2%

(Paid per performance not to exceed 2 performances in a school year)

Gifted and Talented.....2%

Foreign Language Club.....2%

Close Up.....2%

Band Director.....3%
(Summer Hourly Rate Up To.....\$675)

Math Counts.....1%

Safety Patrol.....1%

Global Student Network.....\$200-\$300* (Per student)

*Position based on numbers and needs of students as determined in contract signed between the Teacher and the Principal.

CALENDAR
2011-2012

Vestaburg Community Schools
2011-2012

	August 30		K-12 Professional Development Day 8:00 AM – 3:00 PM
	(includes Support Staff)		
	31	Work Day	for teachers
	31	K-12 Open House 4:00-6:00 PM (Teacher Attendance Required)	
September	5	Labor Day ~ No School	
	6	First day for students (1/2 day).	Teacher Work Day in PM
		Students released at 11:00 AM	
	13	Staff Meeting	
	27	Professional Development 1 Hour	
October	11	Staff Meeting	
	25	Professional Development 1 Hour	
	31	K-12 Professional Development Day (County Wide)	
November	4	End of 1 st marking period	
	9	Parent-Teacher Conferences	5:00-7:30 PM
	10	Students released at 11:00 AM	
		Parent-Teacher Conferences	1:00-4:00 PM & 5:30-7:30 PM
	11	Students & Staff released at 11:00 AM	
	15	No School	
	22	Staff Meeting	
	24-25	Thanksgiving Break	
December	13	Staff Meeting	
	20	Last day of school before Winter Break ~ Full Day	
	21	Winter Break Begins	
January	4	Classes Resume	
	10	Staff Meeting	
	20	End of 1 st Semester (1/2 day).	Teacher Record Day in PM
		Students released at 11:00 AM	
	23	Students released at 11:00 AM	Teacher Work Day in PM
	24	Professional Development 1 Hour	
February	14	Staff Meeting	
	20	K-12 Professional Development Day (County Wide)	
	28	Professional Development 1 Hour	
March	6	MME Testing Begins	
		K-12 Students Released at 1:00 PM	Teacher PD 1-3 PM
	9	K-12 Professional Development Day (County Wide)	
	13	Staff Meeting	
	23	End of 3 rd marking period	
	27	Professional Development 1 Hour	

Teacher Day:
HS/MS ~ 7 hours 20 minutes
EL ~ 7 hours 20 minutes

Student Day:
HS/MS ~ 8:00 AM-3:00 PM
(7 hours)
EL ~ 7:55 AM-3:00 PM
(7 hours 5 minutes)

Total Student Days:
EL ~ 170 (164 Full/ 6 Half)
HS/MS ~ 170 (164 Full/6 Half)

PD Days:
EL ~ 4
HS/MS ~ 4
7 ~ 1-hour after school
1 ~ 2-hour on Mar. 6th

Full Work Days: 1
PM Work/Record Days: 5

Total Work Days:
EL ~ 175
HS/MS ~ 175

Total Hours:
EL ~ 1123.7
HS/MS ~ 1123.2

Needed Hours: 1098

Extra Hours:
EL ~ 25.7
HS/MS ~ 25.2

Note:
HS/MS ~ 393 minutes
EL ~ 393 minutes

CALENDAR
2011-2012

April 1-April 8		Spring Break
April	9	No School ~ Snow Make-up, if needed, TBD by 3/16/12
	10	Classes Resume
	10	Staff Meeting
	21 st	HS Prom
	24	Professional Development 1 Hour
May	4	Elementary Carnival 6:00 PM-8:00 PM Students Release at 1:00 PM Teacher Work Day 1-3 PM
	8	Staff Meeting
	22	Professional Development 1 Hour
	24	Senior Night 6:30 PM
	25	Last day for seniors
	28	Memorial Day ~ No School for Students & Staff
	29	Underclassmen Awards 8:30 AM (Tentative Date/Time)
31	Middle School Awards 8:30 AM	
	31	End of 2 nd Semester (1/2 day). Teacher Record Day in PM Students released at 11:00 AM
June	1	Possible Make-Up Days
	4-8	Possible Make-Up Days
	3	Graduation 2:00 PM

ARTICLE 22

DURATION OF AGREEMENT

This agreement shall be effective as of first day of September 12, 2011, and shall continue in effect until the thirtieth day of June 2013. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Vestaburg Education Association

Vestaburg Board of Education

By _____
President

By _____
President

By _____

By _____
Secretary

By _____

By _____
Treasurer

By _____
Vice President

By _____
Superintendent

LETTER OF UNDERSTANDING

**Vestaburg Community Schools
And
Vestaburg Education Association**

1. This Letter of Understanding is being executed contemporaneously with the execution of the parties' collective bargaining agreement, and will be attached to that collective bargaining agreement.
2. The Vestaburg Community Schools ("the School District") and the Vestaburg Education Association, MEA/NEA ("the Association") recognize and agree that, as a result of the enactment of Public Act 103 of the Public Acts of 2011, some provisions of the parties' collective bargaining agreement are not enforceable as they apply to bargaining unit members who are subject to the Michigan Teacher Tenure Act, but these provisions continue in full force and effect for those bargaining unit members who are not subject to the Teacher Tenure Act. Should a court or administrative agency of competent jurisdiction issue a decision that all or part of PA 103 is unconstitutional or otherwise not legally effective, then those provisions agreed to that were not enforceable due to the portion of PA 103 affected by the decision of the court or administrative agency shall immediately be in full force and effect, subject to further decisions of courts or administrative agencies of competent jurisdiction.

The parties agree to meet, discuss and agree to which provisions are unenforceable. Those provisions will be listed and attached to this letter of understanding.

For the District

For the Association

Dated

LETTER OF AGREEMENT
between the
VESTABURG EDUCATION ASSOCIATION
and the
VESTABURG COMMUNITY SCHOOLS

RE: Teacher Evaluation and Pay for Performance

The Vestaburg Education Association hereinafter referred to as "the Association", and the Vestaburg Community Schools, hereinafter referred to as "the District", hereby agree to the following regarding the above:

1. In December 2009, the Michigan State Legislature passed "reform" measures for public education in Michigan.
2. Included in those "reform measures" were mandates for 1) annual teacher evaluation based on rigorous, transparent, and fair standards, using student growth as a significant factor in the evaluation model and assessment, and 2) inclusion of "pay for performance" in teacher contracts.
3. The District and the Association hereby agree to form a committee to negotiate models, language and implementation procedures for teacher evaluation and pay for performance. It is understood that any models, language, and implementation procedures shall be approved by the bargaining teams and ratified by both parties.
4. The committee will be comprised of three (3) members from the Association, appointed by the Association, and three (3) members of the District, appointed by the District. Said members shall be appointed by October 1, 2010.
5. The committee shall begin meeting regarding the above as soon as possible at least once per month, unless otherwise agreed by both parties, until an agreement is reached.

Connie Marshall
For the Association

[Signature]
For the District

Dated: 8/30/10

Dated: 8/30/10