

VESTABURG COMMUNITY SCHOOL

Master Agreement

Between

The Vestaburg Board of Education

and

The Vestaburg Education Association



March 25, 2013 – June 30, 2016

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1 THIS AGREEMENT, entered into this March 25, 2013, by and between the Board
2 of 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 **RECOGNITION**

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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: Counselors, Social Worker and
27 Speech and Language Impairment Specialist; excluding: Superintendent, Assistant
28 Superintendent, Principals, Assistant Principals, Business Manager, Director of
29 School and Community Relations, Director of Vocational Education, Substitute
30 Teachers, supervisors, and part-time administrators within the meaning of the
31 Public Employment Relations Act. The term teacher, when used hereafter in this
32 Agreement, shall refer to all employees represented by the Vestaburg Education
33 Association in the bargaining unit as above defined.
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35 The Board agrees not to negotiate with any teachers’ organization other than the
36 Vestaburg Education Association for the duration of this Agreement.
37

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

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

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

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

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

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

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

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

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

ARTICLE 3

- 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.
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ARTICLE 5

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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- 5 A. The Board intends to employ the best-qualified persons available as teachers
- 6 in its school system.
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- 8 B. All vacated or newly-created position, including coaching and extra-
- 9 curricular, shall be posted as they occur in order to provide present personnel
- 10 bidding rights. During the school year, notification shall be posted by e-mail
- 11 to all staff. During times when school is not in session, the Board will notify
- 12 the Association President and Secretary.

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. Before any meeting is called from which disciplinary action may result, the
15 teacher shall be notified and shall be entitled to have present a representative of
16 the Association. If an Association representative is requested to be present, no
17 longer than two (2) days may lapse before such meeting is held.
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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

- A. Teachers are responsible for maintaining a continuous high level of professional proficiency, to plan adequately and made conscientious efforts to meet, if necessary, with children, parents and/or administrators.
- B. Teachers must recognize that their responsibility to students and their profession may require the performance of duties that involve the expenditure of time beyond the normal working day.
- C. No teacher on continuing tenure shall discontinue service with the Board except by mutual consent, without giving a written notice to said Board at least sixty (60) days before September 1 of the ensuing school year. Any teacher discontinuing services in any other manner than as provided in this section shall forfeit, in accordance with Act, the rights to continuing tenure previously acquired under the Tenure Act.
- D. Duly authorized officials of the association shall report their presence in a building to the building principal or designee before their conference with any teacher.
- E. All Association materials intended for distribution or display on any property under the management of the Board shall be identified as Association material before display or distribution.
- F. Teachers unavailable for work have the following two (2) responsibilities:
 - 1. Teachers must call the substitute call number or register absence on the designated web site before 6:15 a.m. to report unavailability for work. Each teacher shall at the time of reporting the absence state the type of leave being taken and the anticipated length of absence.

ARTICLE 9

ASSOCIATION AND TEACHER RIGHTS

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5 A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby
6 agrees that every teacher shall have the right to freely organize, join and support
7 the Association for the purpose of engaging in collective bargaining and other
8 lawful concerted activities for mutual aid and protection. As a duly-elected
9 body exercising governmental power under color of law of the State of
10 Michigan, the Board undertakes and agrees that it will not directly or indirectly
11 encourage, discourage, or deprive or coerce any teacher in the enjoyment of any
12 rights conferred by the Act or other laws of Michigan and the United States;
13 that it will not discriminate against any teacher with respect to hours, wages, or
14 any terms or conditions of employment by reason of his/her membership in the
15 association, his/her participation in any activities of the Association or
16 collective professional negotiations with the Board, or his/her institution of any
17 grievance under this Agreement or otherwise with respect to any term or
18 conditions of employment.
19

20 B. Nothing contained herein shall be construed to deny or restrict any teacher
21 rights he/she may have under Michigan General school Laws, or the
22 Constitutions of the United States and the State of Michigan, or other applicable
23 laws and regulations.
24

25 C. The Association shall have the right to post notices of its activities and matter
26 of Association concern on lounge bulletin boards in the various school
27 buildings. The Association may use the district mail service and teacher
28 mailboxes for communication to teachers. No teacher shall be prevented from
29 wearing insignia, pins or other identification of membership in the association,
30 either on or off school premises.
31

32 D. The Board shall make available to the Association for inspection all public
33 records of the Vestaburg School system. The requests for such information
34 should be in writing stating specifically the information desired. This is not to
35 imply that oral requests will be denied. Official records will be made available
36 at the Office of the Superintendent and will not be removed from the
37 Superintendent's Office. These records will be available between 7:30 AM and
38 4:00 PM, Monday through Friday. Upon reasonable written request, the Board
39 shall furnish copies of financial information to the association. The VEA shall

1 reimburse the Board for all reasonable expenses incurred in providing this
2 information.

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

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

15
16 G. The Association shall have the right to use the school building facilities, and
17 equipment, including all of those available for teacher use, at reasonable times
18 and intervals for Association meetings before or after regular class hours. Other
19 duplicating equipment and calculating machines may be used with permission
20 of the administration. The Board of Education reserves the right to regulate
21 before and after-hours use of buildings, and in no case are association meetings
22 to interfere with other regularly scheduled activities. The Association shall pay
23 for the cost of all materials and supplies incident to such use.
24

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, policies.
- 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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- A. Each teacher shall have the right, upon request, to review the contents of his/her own personnel files maintained at the individual school or at the individual school or at the central personnel office. A witness or advisor of the teacher’s choice may, at the teacher’s request, accompany said teacher in this review. Each teacher’s personnel file shall contain the following minimum of information — all teacher evaluation reports, letters of commendation, and required medical information, official transcript of academic records, tenure recommendation, record of voluntary extra-curricular activities, copies of annual contracts, teacher certificate, record of Sick Leave and Personal Leave updated at the end of each semester.

- B. Each teacher shall receive a copy of his/her evaluations by Vestaburg’s administrators. and a copy shall be included in the personnel file.

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

- D. A complaint regarding a teacher made to the Administration by any parent, student or other person who is considered in evaluating said teacher’s performance would be called to his or her attention within two (2) weeks of receipt of said complaint.

ARTICLE 12

TEACHING CONDITIONS

- A. The Board will provide room and time for consultations and preparation for teachers. All teachers shall be scheduled an amount of preparation time that is as equal as possible. Preparation time will total no less than 250 minutes per week. No block of time less than 10 minutes will count toward the weekly minimum of 250 minutes. The minimum weekly minutes may not be met during shortened weeks due to shortened days, occasional assemblies, testing, professional development or emergencies.
- B. The administration will attempt to secure outside substitutes when necessary. In cases where the services of a substitute cannot be procured, or in cases of emergency, a teacher or non-teaching professional may be required to substitute in another teacher’s classroom during his/her planning period. This shall be done on a rotation basis. In the event an elementary art, music, or physical education teacher is absent and no substitute is provided, the classroom teachers involved must be notified prior to the class and required to cover that class period. (See Article 17, D. regarding compensation for subbing on preparation period.)
- C. Scheduled hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled only at the end of the school year by the Board of Education to insure that there are a minimum of one thousand ninety-eight (1098) hours and a minimum of 170 days of student instruction or hours as required by the department of Education. Teachers will receive their regular pay for days, which are canceled, but shall work on any rescheduled days with no additional compensation.

When schools are closed due to impracticable driving conditions, teachers shall not be required to report or suffer loss of salary for until the district falls below the minimum hours and days required by the State Department of Education. If, after we fail to meet the required number of hours, it becomes necessary that school be made up, both students and teachers with the possible exception of seniors will report, and there will still be the

1 scheduled work time at the end of the school year for teachers.

2
3 D. All teachers shall have at least a 28-minute duty-free lunch period.

4
5 E. Duty day

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

17
18 A) Daily duty day for staff: 7 hours 20 minutes

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

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

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

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

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3 H. Duty year
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- 5 1. The Board shall have the right to establish the number of duty days in
6 the annual duty year for staff, and may in its discretion from time to
7 time modify same as deemed necessary by the Board to best serve the
8 educational interests of students. Provided, however, that the number
9 of student instruction days per duty year shall be no less than the level
10 set forth below unless the board shall determine such increase to be
11 necessary in order of the school district to receive full state aid
12 funding:
13
14 a. 1098 hours of student instruction, or
15
16 b. hours and/or days as required by the Department of Education.
17
18 2. The specific dates of all relevant activities during each school year
19 shall be as established in the negotiated calendar as set forth in this
20 agreement (subject to any additional days added by the Board
21 pursuant to article 12.H.1 above).
22
23 3. Any increase in the number of student instruction days added to the
24 staff duty year pursuant to article 12.H.1 above, shall be no more than
25 the minimum number of days necessary for the school district to
26 receive full state aid.
27
28 4. Teachers may be required to attend two one-half day or one full day in
29 service programs that may be scheduled the week before school
30 begins in August. Teachers shall be paid \$75.00 for full day and
31 \$40.00 for one-half day attendance at these programs. Teachers shall
32 be notified at least six months in advance of their required attendance.
33 The Superintendent at his/her discretion may make attendance
34 requirement exceptions.
35
36 5. Teachers shall attend two (2) school functions outside the school day,
37 Graduation is highly encouraged. Open House and Parent/Teacher
38 conferences are required pursuant to article 12.H.2 above.

39
40 I. During contracted hours, the teachers must receive permission to leave

1 school grounds from their respective building Principal or his/her designated
2 representative.

3 J. The Board will continue to provide assistance to elementary teachers in the
4 form of aides provided funds are available.

5
6 K. Reasonable attempts will be made by the administration to balance the size
7 of the classes. Classes will be as small as is possible to meet the educational
8 needs of the students. If either the Association or the Board believes that the
9 class sizes are unreasonably large, then both parties will meet and mutually
10 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.
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ARTICLE 14

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

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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. It shall be the responsibility of each teacher to notify the board of any
29 change of address
30

31 E. The Board shall prepare a seniority list and post a copy of same on or before
32 November 1 of each year.
33

34 F. A teacher who is laid off and who is paid unemployment compensation
35 benefits during the summer immediately following the layoff and who is
36 subsequently recalled to the teaching position at the beginning of the next
37 school year will be paid according to an annual salary rate, such that his/her
38 unemployment compensation plus that annual salary rate will be equal to the
39 rate of salary he/she would have earned for the school year had he/she not
40 been laid off.

ARTICLE 15

PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

B. Level One Grievance Procedure:

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

- 1
2 3. Within five (5) days of the informal discussion the supervisor shall give his
3 disposition orally to the grievant.
4

5 C. Level Two Grievance Procedure
6

- 7 1. If the grievance is not resolved at Level One and the teacher wishes to
8 pursue it further, he may proceed to Level Two and file a written grievance.
9

- 10 2. A written grievance must be:
11

12 a. Signed by the grievant.
13

14 b. Specific to the facts of the alleged violation.
15

16 c. Specific to the section or subsection of the Agreement that has been
17 violated.
18

19 d. Specific to the date, time and place of the alleged violation.
20

21 e. Specific as to the relief requested.
22

- 23 3. Any written grievance not substantially in accordance with the above may be
24 rejected as improper and such rejection shall not extend the time limitation
25 stated.
26

- 27 4. A written grievance may not be filed any later than ten (10) days after the
28 supervisor's response at Level One.
29

- 30 5. The written grievance shall be filed with the immediate supervisor, who
31 shall give a written answer within (10) days after receiving it.
32

33 D. Level Three Grievance Procedure:
34

- 35 1. If the grievance is not resolved at Level Two and the teacher wishes to
36 pursue it further, he may proceed to Level Three.
37

- 38 2. Within ten (10) days of receipt of the supervisor's Level Two answer, the
39 teacher must file a written appeal with the Superintendent.
40

1 3. The written appeal must contain a copy of the grievance and the Level Two
2 answer and any other material the teacher may wish to submit.

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

6
7 E. Level Four Grievance Procedure:

8
9 1. If the grievance is not resolved at Level Three and the grievant and
10 Association wishes to pursue it further, they may proceed to Level Four.

11
12 2. Within fifteen (15) days after receipt of the Level Three answer, the
13 Association shall notify the Superintendent that they request an appeals
14 board hearing. They shall request a date and time for a meeting, which shall
15 not conflict with normal school duties, which shall be within thirty (30) days
16 of the date of the request.

17
18 3. The appeals board shall consist of the grievant and two representatives of the
19 Association and the immediate supervisor, Superintendent and one other
20 person representing the Board of Education.

21
22 4. A written record shall be kept and shall include a copy of the written
23 grievance and all responses as well as any other material which as been
24 submitted.

25
26 5. The appeal board shall meet and attempt to resolve the grievance at the first
27 meeting. If mutually agreeable, a second meeting may be held within ten
28 (10) days of the first meeting.

29
30 6. A written summary of the meeting(s), including any settlement, if any, shall
31 be prepared and forwarded to the grievant and the Association within ten
32 (10) days of the final meeting.

33
34 F. Level Five Grievance Procedure:

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

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

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

3
4 h. He shall have no power or authority to award any monetary adjustment
5 retroactively to a date earlier than the alleged violation.
6

7 7. Both parties agree to be bound by the decision of the arbitrator and agree
8 that either party may enter judgment thereon in any court of competent
9 jurisdiction,
10

11 a. provided, however, that either party may seek judicial relief in the event
12 that the arbitrator exceeds his express authority in violation of the terms
13 of this article.
14

15 8. No decision in one case shall serve as a precedent in any other case.
16

17 G. The following shall apply to all grievances and all levels of the grievance
18 procedure:
19

20 1. An individual employee may present a grievance to the board or its
21 designated representative without the intervention of the Association or its
22 representatives, provided that any adjustment is not inconsistent with the
23 terms of this Agreement.
24

25 2. There shall be no stoppage of work as the result of a grievance. All
26 grievance matters shall take place at a time outside the normal school day.
27

28 3. The term “days” as used in this Article shall mean school days during the
29 school year and shall mean Monday through Friday, excluding holidays, at
30 other times.
31

32 4. The time limits established in the Article shall be strictly applied, but may be
33 extended by mutual written consent. The violation of a time limit by the
34 Association shall render the grievance settled on the basis of the
35 Board/Administration’s last response. The violation of a time limit by the
36 Board/Administration shall allow the Association the right to proceed to the
37 next level of the grievance procedure.
38

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

1
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3
4

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

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. Qualifying Military and
34 health leave requests shall be granted. All other unpaid leaves shall be at the
35 discretion of the board and may be granted for any reason, subject to the
36 following 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
- 30 A. The Superintendent for good reason may require a teacher to submit
31 to a physical or mental examination by a doctor mutually selected by
32 the Superintendent and the teacher or the teacher's designee. Such
33 examination shall be conducted during the teacher's normal workday
34 without loss of pay. The Board shall pay the cost of such examination
35 and associated testing.
- 36

ARTICLE 17

PROFESSIONAL COMPENSATION

1
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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 \$24.50 per hour of substituting in 2012-2013
38

39 E. Graduate hours that are necessary to qualify for the MA/BA +40 graduate-
40 hour scale and the MA + 20 graduate-hour scale found in Schedule A must

1 be validated by a transcript of credit, and presented to the business office no
2 later than the end of the teacher's first working day.

3
4 F. Any teaching on a teacher's preparation time shall be paid according to the
5 following formula. (Rounded to the nearest cent each step.)

6
7 Contracted Salary Amount/# of teacher days = per diem rate.

8
9 Per diem rate/(length of teacher day-Lunch) = per minute rate.

10
11 Per minute rate X minutes of class = per diem X # of days = Contracted
12 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.
40

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
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ARTICLE 19

SCHOOL IMPROVEMENT

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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

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"

Step salary increases/ longevity increases will be assumed by the District if the 2013-2014, 2014-2015, 2015-2016 budget dips into the fund balance no greater than 50% of the cost associated with the step/ longevity increase and may be applied retroactively if any amended budget or audit demonstrates the change in fund balance will not exceed 50% of the cost associated with the step/ longevity increase.

Base Salary at BA Level for 2013-2014		\$33,884.00							
2013-2014									
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 – 2012-2013 EXTRA PAY ALLOWANCES

(All Schedule B % will be based on BA and the steps based on years. For 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%
Varsity Assistant	3.5 %
Middle School.....	2%
Middle School Assistant.....	2%

Volleyball

Head	7%
Junior Varsity	5%
7 th Grade.....	3.5%
8 th 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 School3%
- Elementary School2%

National Honor Society4%

Yearbook4%

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

Middle School Yearbook1%

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.

Vestaburg Community Schools
2013-2014

	August 26	K-12 Professional Development Day 8:00 AM – 3:00 PM
	(includes Support Staff)	
	27	K-12 Work Day 8:00 AM-3:00 PM
	28	K-12 Open House 4:00-6:00 PM (Teacher Attendance Required)
	28	K-12 Professional Development Day 8:00 AM – 3:00 PM
September	2	Labor Day ~ No School
	3	First day for students ½ Day ~ Students released at 11:00 AM Teacher Record Day in PM
	10	Staff Meeting
October	8	Staff Meeting
	31	End of 1 st marking period Students released at 1:00 PM PD Time 1-3 PM
November	1	K-12 Professional Development Day (County Wide)
	13	K-12 Parent-Teacher Conferences 5:00-7:30 PM
	14	½ Day ~ Students released at 11:00 AM K-12 Parent-Teacher Conferences 1:00-4:00 PM & 5:30-7:30 PM
	15	No School
	27	Early Dismissal ~ Staff & Students released at 1:00 PM
	28-29	Thanksgiving Break
December	10	Staff Meeting
	20	Last day of school before Winter Break ~ Full Day
	21	Winter Break Begins
January	6	Classes Resume
	14	Staff Meeting
	17	End of 1 st Semester ½ Day ~ Students released at 11:00 AM Teacher Record Day in PM
	28	Professional Development 1 Hour (3:10-4:10 PM)
February	10	K-12 Professional Development Day (County Wide)
	11	Staff Meeting
March	4	MME Testing Begins K-12 Students Released at 1:00 PM PD Time 1-3 PM
	7	K-12 Professional Development Day (County Wide)
	11	Staff Meeting
	21	End of 3 rd Marking Period ½ Day ~ Students released at 11:00 AM Teacher Record Day in PM
April	7-11	Spring Break
	14	Classes Resume
	15	Staff Meeting
	18	Good Friday – No School
	21	No School ~ Snow Make-up, if needed, TBD no later than 4/1/13

CALENDAR
2013-2014

May	2	Elementary Carnival 6:00 PM-8:00 PM Students Release at 1:00 PM	EL Carnival Set-up MS/HS Curriculum 1-3 PM
	13	Staff Meeting	
	22	Senior Night 6:30 PM	
	23	Last day for seniors	
	26	Memorial Day ~ No School for Students & Staff	
	29	½ Day ~ Students released at 11:00 AM	Teacher Record Day in PM
	30	End of 2 nd Semester ½ Day ~ Students released at 11:00 AM	Teacher Record Day in PM.
June	2-6	Possible Make-Up Days	

**CALENDAR
2013-2014**

Date		Staff Meetings	PD Hours	Work Time Hours	PTC Hours
Aug. 26 th	Full PD Day		6.5 hours		
Aug. 27 th	Work Day			6.5 Hours	2hrs Open House
Aug. 28 th	Full PD Day		6.5 hours		
Sept. 3 rd	11 AM Release			3.5 Hours (Record Day)	
Oct. 31 st	1 PM Release		2 hours (1-3 PM)		
Nov. 1 st	Full PD Day		6.5 hours (County Wide)		
Nov. 13 th					2.5 Hours (5-7:30 PM)
Nov. 14 th	11 AM Release				3 Hours (1-4 PM) 2 Hours (5:30-7:30 PM)
Jan. 17 th	11 AM Release			3.5 Hours (Record Day)	
Feb. 10 th	Full PD Day		6.5 hours (County Wide)		
Mar. 4 th	1 PM Release		2 hours (1-3 PM)		
Mar. 7 th	Full PD Day		6.5 hours (County Wide)		
Mar. 21 st	11 AM Release			3.5 Hours (Record Day)	
May 2 nd	1 PM Release			2 Hours (1-3 PM) (EL Carnival Set-up MS/HS Curriculum)	
May 29 th	11 AM Release			3.5 Hours (Record Day)	
May 30 th	11 AM Release			3.5 Hours (Record Day)	
Staff Meetings & After School PD Hours	Sept. 11 th	1 hour (3:10-4:10 PM)			
	Oct. 9 th	1 hour (3:10-4:10 PM)			
	Dec. 10 th	1 hour (3:10-4:10 PM)			
	Jan. 14 th	1 hour (3:10-4:10 PM)			
	Jan. 28 th		1 hour (3:10-4:10 PM)		
	Feb. 11 th	1 hour (3:10-4:10 PM)			
	Mar. 11 th	1 hour (3:10-4:10 PM)			
	Apr. 15 th	1 hour (3:10-4:10 PM)			
	May 13 th	1 hour (3:10-4:10 PM)			
			37.5 hours		

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

PD Days:
5 ~ Full Day (8 AM-3 PM)
2 ~ 1-3 PM
1 ~ 3:10-4:10 PM &
Total = 37.5 hours

Work Days: 1 full on Aug. 27
PM Curriculum/Record Days: 6
(5 on ½ Days & 1 on May 2 for HS)

Total Work Days:
EL ~ 176
HS/MS ~ 176

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 Hours:
EL ~ 1122.2
HS/MS ~ 1121.7

Needed Hours: 1098

Extra Hours:
EL ~ 24.2
HS/MS ~ 23.7

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

ARTICLE 22

DURATION OF AGREEMENT

This agreement shall be effective as of March 25, 2013, and shall continue in effect until the thirtieth day of June 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Vestaburg Education Association

By Lonnie Marshall
President

By Jody Zinn

By Lisa McKee

By Jane Wolfe

Vestaburg Board of Education

By Jan Van Der
President

By [Signature]
Secretary

By [Signature]
Treasurer

By Sharon Lee Palmer
Vice President

By [Signature]
Superintendent

LETTER OF UNDERSTANDING

BETWEEN THE

VESTABURG COMMUNITY SCHOOL

AND THE

VESTABURG EDUCATION ASSOCIATION

The following provisions in Attachment A were removed from the Collective Bargaining Agreement (CBA) because the parties believe they concern “prohibited subjects” of bargaining in light of the passage of PA 103 of 2011. If PA 103 is amended or a competent appellate court of appropriate jurisdiction concludes that (1) PA 103 is unenforceable, in whole or in part; or (2) that the removed provision(s) do not fall within the meaning of PA 103, in whole or in part, then the provision(s) encompassed by such court opinion shall be negotiated in good faith between the parties.

Further, all provisions shall remain enforceable for bargaining unit members who are not “teachers” within the meaning of PA 103 or are not governed by Section 1248 of Michigan’s Revised School Code and Michigan’s Tenure Act.

This Letter of Understanding shall be in effect upon ratification by both the Board and the Association.

For the Board

For the Association

Date

Attachment A

ARTICLE 5

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- 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 teachers' schedules or assignments be made later than the 15th day of

August preceding the commencement of the school year, unless an emergency situation requires same, and the Association be so notified in each instance.

- D. In curricular positions, when the board deems that qualifications are equal, the applicant with the most seniority shall be selected.

ARTICLE 6

BEHAVIOR AND DISCIPLINARY PROCEDURES

- C. No probationary teacher shall be subjected to disciplinary sanctions for reasons, which are arbitrary or capricious. 'Disciplinary sanctions' shall include reprimands, suspensions with pay, and suspensions without pay, discharge and non-renewal of contract.
- E. Whenever the administrator reduces the result of a reprimand, or disciplinary action for any infraction of discipline, or delinquency in professional performance to writing, the findings and decisions of the administrator shall be filed, in writing, in the teacher's personnel file and a copy thereof given to the teacher.
- F. No tenured teacher shall be disciplined without just cause.

ARTICLE 11

TEACHER EVALUATION

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

- A. All monitoring or observation of work performance of a teacher shall be

conducted openly and with full knowledge of the teacher.

- D. The teaching performance of non-tenure teachers will be evaluated in writing two (2) times each year, once by the end of the first semester and once by May 1. Prior to October 30 and March 30, the Principal in charge will hold a meeting with the non-tenure teacher to discuss his/her teaching performance. A formal written evaluation need not be conducted or concluded by October 30 and March 30. The Principal or his/her designee will hold a conference with the non-tenure teacher within ten (10) days upon completion of his/her observations. A copy of the written evaluation shall be submitted to the teacher at the time of such conference and the teacher shall have the opportunity to review the evaluation report and add his/her comments.
- E. The teaching performance of tenured teachers will be observed and an evaluation prepared as state law requires. The Principal or his/her designee will hold a conference with tenured teacher within ten (10) days of completion of his/her observations(s). This conference must be held prior to April 15. A copy of the written evaluation shall be submitted to the teacher at the time of such conference and teacher shall have the opportunity to review the evaluation report and add his/her comments.

ARTICLE 14

REDUCTION IN PERSONNEL – ANNEXATION & CONSOLIDATION OF DISTRICT

- D. The word “qualified” shall be referred to in Article 5 Certification and Qualifications:
- E. In the event of a layoff, the following procedure will be followed:
 - 1. Probationary teachers will be laid off first unless a tenure teacher is not qualified in any of the remaining subject fields. The following order will be used:
 - a. Certification. Not only must teachers hold valid teachers certificates, but they must be qualified in the subject fields they

are teaching .

- b. Competency as determined by administrative evaluation of probationary personnel.
- c. Seniority.
 1. When all probationary teachers (with exception of qualified one kept) have been laid off, tenure teachers shall be laid off by the following procedure:
 - A. Certification. Not only must teachers hold valid teachers certificates, but also they must be qualified in the subject field they are teaching.
 - B. Seniority.
 - C. Competency as determined by administrative evaluation of tenure personnel.
 - D. Physical fitness.
 - E. Absentee rate.
- F. Teachers on layoff shall be recalled in inverse order of their layoff to any position which becomes vacant and for which he/she is certified and qualified. The district shall employ no new teachers, except in an emergency and on a temporary basis, while there are any teachers of the district on layoff who have the certification and qualifications to fill the vacancy.
- G. The Board shall give written notice of recall from layoff by sending a registered or certified letter to said teacher at his/her last known address. This notice may be delivered to the teacher personally instead of by registered or certified mail.
- H. A teacher's failure to respond to a recall notice within ten (10) business days of the date of mailing shall be constructive proof of the teacher's resignation. The Association President shall be notified of such action.

- I. ... The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notices to the teacher.
- J. A teacher on layoff shall be listed on the recall list for two (2) years from the date of his layoff. Thereafter, the teacher shall lose all rights of recall.
- L. Should a reduction of personnel become necessary, the Superintendent shall meet with the Association President to discuss the proposed layoff list. The Association shall have the right to file a grievance within seventy-two (72) hours of that meeting regarding any disagreements it may have with the layoff list.
- M. Any change in the certification of a teacher while on lay-off shall not be used to displace a teacher not on layoff.
- N. In the event of a layoff, the Board shall notify the teacher at least fifteen (15) days prior to the effective date of the layoff.

ARTICLE 16

LEAVE OF ABSENCE

III. Miscellaneous conditions

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

ARTICLE 19

SCHOOL IMPROVEMENT

- D. The involvement for teachers in school improvement planning shall be voluntary and shall not require additional compensation.

The Vestaburg Board of Education and the Vestaburg Education Association

tentatively agree to the following:

- A. Contract duration is March 25, 2013 – June 30, 2016
- B. The Administration offers Zero percent (0%) increase on Salary and with step increases and longevity frozen at previous year's levels for each year of the contract. Salary and insurance will be re-opened each year of the contract.
- C. Every May the District will take bids on health , dental and vision insurance and present those bids to the VEA no later than June 30th.
- D. The Administration and VEA will meet after the June 30th budget is adopted and no later than fall count day to reopen the contract for purposes of negotiating salary and benefits including step increases and longevity but excluding lane changes. Additionally step salary increases/ longevity increases will be assumed by the District if the 2013-2014, 2014-2015, 2015-2016 budget dips into the fund balance no greater than 50% of the cost associated with the step/ longevity increase and may be applied retroactively if any amended budget or audit demonstrates the change in fund balance will not exceed 50% of the cost associated with the step/ longevity increase. No other salary increases/ decreases will be assumed outside of negotiations.
- E. The Administration agrees to extend the contract with all the language and provisions currently available as negotiable subjects with an appendix for subjects that only apply to non-certified non-tenured teaching staff.