

**COLLECTIVE BARGAINING  
AGREEMENT**

**BETWEEN**

**VAN BUREN PUBLIC SCHOOLS  
AND  
VAN BUREN EDUCATION ASSOCIATION  
2022-2023**

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## **AGREEMENT DURATION**

This Agreement ratified on November 30, 2021, by the Van Buren Education Association, hereinafter called the “Union”, and November 30, 2021 by the Van Buren Board of Education, hereinafter called the “Board” shall continue through December 31, 2023.

## **ARTICLE I PREAMBLE**

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

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

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

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

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

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

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

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

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

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

## ARTICLE II RECOGNITION

2.0 Terms, Definitions, and Recognition.

2.1 The Van Buren Board of Education shall hereinafter be called the "Employer" in this Agreement.

2.2 The Van Buren Education Association-MEA/NEA shall hereinafter be called the "Union" in this Agreement.

2.3 "Employee" or "Teacher" or "Member" when used hereinafter shall refer to all employees in the Van Buren Public Schools represented by the Union in the bargaining unit as listed below in this Agreement.

2.4 "Local Association" when used hereinafter shall refer to the Van Buren Education Association in this Agreement.

2.5 The Employer agrees not to negotiate with or recognize for the purpose of collective bargaining any teachers' organization or Union other than VBEA-MEA/NEA for the duration of this Agreement with respect to the below listed classifications and subject to the provisions of PERA.

2.6 The employer hereby recognizes the Union as the sole and exclusive bargaining representative for the following in all matters of dispute or grievances which may arise during the terms of this Agreement as to the application, interpretation, or compliance of either party of its obligations or rights under this Agreement:

<p>Teachers guidance counselors media specialists department heads psychologists vocational teachers social workers special education teachers speech, hearing, vision and orthopedic teachers or therapists resource room teachers teachers of the homebound/ hospitalized band director Title I/literacy teachers</p>	<p>GSRP Teachers Ancillary Certified Staff Instructional Coaches</p> <p><i>but excluding:</i></p> <p>athletic director day-to-day substitutes Title I/At-Risk supervisor vocational director supervisor of special services central office administrators and all other supervisory personnel</p>
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2.7 A day-to-day substitute enters the bargaining unit after sixty (60) days in a continuous assignment, at which point they shall be considered a long-term substitute. All experience (seniority, sick leave, fringes, and incremental credit advancement) shall begin to accrue only once the individual enters the bargaining unit.

2.8 Representation of personnel in newly created positions shall be negotiated within thirty (30) days of the Employer authorization for the position. If the parties cannot agree, within the above thirty (30) days, the Union shall seek resolution through MERC rather than arbitration.

2.9 Instructional Coaches who previously were teachers in the district, shall remain with the bargaining unit and be classified as “on special assignment”.

### **ARTICLE III SCHOOL DISTRICT'S RIGHTS**

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

3.2 The Board agrees not to negotiate wages, hours, and working conditions with anyone other than the VBEA-MEA/NEA during the term of this Agreement.

### **ARTICLE IV STRIKE PROHIBITION**

4.1 No teacher or the Union shall participate in or cause any strike nor shall any teacher or the Union participate in or cause any work stoppage nor shall any teacher refuse to carry out normal work assignments.

4.2 The Board shall not lock out any teachers during the term of this Agreement.

### **ARTICLE V RIGHTS OF THE UNION**

5.1 The Board recognizes under Act 379 of the Public Act of 1965, the right of every teacher to organize, join, and support the purpose of engaging in collective bargaining.

5.2 The Board agrees that it will not discriminate in respect to wages, hours, or conditions of employment against any teacher because of their membership in the Union, participation in the activities of the Union, participation in the negotiations with the Board, or by their presentation of any complaint or grievance under the terms of this Agreement.

5.3 The Board recognizes the right of the Union to invoke the assistance of the Michigan Employment Relations Commission.

5.4 Established communication channels such as bulletin boards, intra-school phone and interschool mail, and interschool mailboxes shall be available to the Union for their reasonable use. The Union has the right to reasonable use of school buildings and facilities under the same terms and conditions that written Board policies extend for the use of said building and facilities to other civic groups with the exception that any district residence requirement or group members shall not apply to the Union.

5.5 The Board agrees to make available, upon request by the Union within five (5) working days, if possible, all available information concerning the financial situation of this district, budget requirements and other information needed by the Union to develop accurate programs on behalf of the teachers in their wages, hours and working conditions.

5.6 The Board agrees to make available upon request by the Union, within five (5) working days, if possible, all available information which may be needed by the Union in order to intelligently process any grievance or complaint. Confidential and personal information is to be made available only with the consent of the teachers involved.

5.7 Any bargaining unit employee may become a member of the Union.

5.7.1 The union shall comply with all applicable law regarding appropriate payment of dues and fees.

5.7.2 Individuals who elect to become members of the Union shall not be disciplined, discharged, or otherwise discriminated against by the Employer for a failure to pay dues or fees.

5.7.3 Agency Shop Provision

5.7.3.1 Any bargaining unit member employed may elect to be or not to be a member of the Union.

5.7.3.2 Employees who elect not to become members of the Union shall not be disciplined, discharged, or otherwise discriminated against for their election.

5.7.3.3 Neither the Union, its members, Administration, or any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership. There shall be no solicitation of employees for Union membership or dues on school time. The Employer may take disciplinary action against employees who violate this provision.

5.7.4 In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this article, including but not limited to, any action pursuant to Michigan's "Freedom to Work" legislation, MCL 423.209 and 423.210, the Union agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Union and permit the

Union's intervention as a party. The Union shall protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability\* by reason of action taken by the Employer for the purpose of complying with this article of the agreement; subject to the following conditions: \*(including, but not limited to, unemployment compensation and any liability arising pursuant to Michigan's "Freedom to Work" legislation, MCL 423.209 and 423.210.)

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

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

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

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

5.7.4.5 The provisions of any state, federal, or local law or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived by the Association and the employees covered by this Agreement.

5.8 Notwithstanding any other provision of this Agreement, in the event that Michigan law prohibits the employer from assisting in collecting dues or service fees from wages, then the law will supersede any and all provisions to the contrary and collection of dues of service fees shall be within the exclusive province of the Association without any further obligation/liabilities attributable to the employer. The hold harmless provisions of Sections 5.7.4 are hereby specifically incorporated into this Section.

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

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

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

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

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

## **ARTICLE VI PROFESSIONAL COMPENSATION**

The Current Salary Schedule will be found as Schedule A at the end of this document.

### 6. Compensation for the January 1, 2022 – December 31, 2023

6.1 Effective on the January 10, 2022 pay, each cell of the Salary Schedule will rise by \$6000.

6.2 All bargaining unit members shall move up one (1) Advancement Level starting on the January 10 pay date of 2022.

6.3 Effective starting with January 10, 2023 pay, each cell of the salary schedule will rise by \$1000. An additional \$1000 will be added to level S.

6.4 All eligible bargaining unit members shall move up two (2) Advancement Level starting with the January 10, 2023 pay.

6.5 Effective 2021-2022 School Year, Longevity Pay shall be implemented on an annual basis using the following system:

	2022	2023
14-19 Years of Service to VBPS	\$900	\$1200
20-25 Years of Service to VBPS	\$1300	\$1600
26+ Years of Service to VBPS	\$1700	\$2000

***Continuous years of service to VBPS as of September 1 of each year.*** Longevity payments will be made on the first pay of December annually.



6.6 Salary Schedule will include four scales:

[BA] Bachelor's Degree
[MA] Master's Degree
[MA + 30] Master's Degree plus 30 graduate semester hours
[2 MA] 2 Master Degrees

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

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

6.6.3 It is further understood that reimbursement for additional hours past their current degree must have earned these hours after they have obtained current degrees. All teachers must have the Master's Degree to qualify for Scale MA. Graduate hours earned for the first M.A. cannot be applied for the purpose of meeting the 30 hour requirements for Scale-MA + 30.

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

6.6.5 School Psychologists, Social Workers, Speech Pathologists, Occupational Therapists, and Physical Therapists who have a master's degree and at least a preliminary license shall be placed on the 2 MA Salary Scale regardless of the number of hours required to complete the program.

6.6.6 Any employee with a sixty-credit Master's Degree OR an employee who is a school counselor shall be placed on the MA+30 salary scale.

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

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

6.9 An employee who has earned two 30-hour Master's Degrees, Specialist or Doctorate Degree, consisting of unduplicated course work shall move to the [2 MA] scale.

6.9.1 Tuition Reimbursement

New Hires who are working toward alternative certification will be reimbursed 100% of the cost for successful completion of an approved alternative certification program. Staff that attains certification through this method must commit to working for the District for five (5) years after they have attained certification. Staff will repay the District the total amount paid for the certification if they leave prior to the five (5) year time frame.

6.10 Advancement level shall only be credited at the beginning of each school year. Lane advancement shall only be granted at the beginning of each semester.

6.10.1 All bargaining unit members, regardless of time worked during the year, will be granted advancement level(s) when advancement(s) level is given to the unit.

6.11 A teacher may be given credit on the salary schedule for up to five (5) years of previous experience in other school systems or, in the case of vocational education instructors, one (1) year's credit for every two (2) years of related work experience to Advancement Level H. To meet the needs of the school district, a teacher may be placed on the salary schedule up to and including Advancement Level H.

6.11.1 The district reserves the right to offer new hires in positions that the district has identified as critical shortage areas with less than five (5) years of prior teaching experience an "employment incentive". This "incentive" combined with the starting salary may not exceed the amount dictated in Level H of the salary schedule in any one year. Employees hired using this mechanism who decide to leave the district during the school year, will be required to pay the "employee incentive" back to the district.

6.12 Health Insurance/Ancillary Benefits

6.12.1 Bargaining Unit Members will receive Health and Ancillary Benefits as defined under Appendix A at the end of this document.

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

6.12.3 CLARIFICATION OF NO DOUBLE COVERAGE HEALTH INSURANCE

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

The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any members of his/her family including children.

The employee may select single subscriber hospital-medical insurance coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the family unit with no children or dependents. This does not apply to a husband a wife within Van Buren Public Schools.

The employee may select single subscriber hospital-medical insurance coverage paid by the board, if the spouse covers himself/herself and a dependent child (two-person coverage) under another employer's hospital-medical insurance program in the instances of a husband-wife-dependent family unit.

The employee may select single subscriber hospital-medical insurance coverage paid by the board, if the his/her spouse covers himself/herself and two or more dependents under his/her employer's hospital-medical insurance program in the instances of a husband-wife-two or more dependent family unit.

The employee may select two-person hospital-medical insurance coverage paid by the board covering the employee and dependent in instances of an employee-spouse-dependent family unit, if the spouse selects single subscriber hospital-medical insurance coverage paid for by another employer.

The employee may select full family hospital-medical insurance coverage paid for by the Board in instances of an employee-spouse-two or more dependent family unit, if the spouse is covered a s single subscriber under an employer paid hospital-medical insurance program.

The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage.

If the individual is covered by a corporate plan which becomes insolvent, the employee is eligible for coverage.

Hospital-medical insurance coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50%.

Hospital-medical coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical insurance be provided by the employee and/or his/her spouse resulting in dual insurance coverage.

6.12.4 Health Insurance may be dropped by the employee at any time during the insurance period with proof that the employee is being covered on another health plan.

6.12.5 Teachers who have completed the school year and resign will continue receiving benefit coverage through August 31<sup>st</sup>. The resigned teacher will be responsible for 20% of

the July and August Premium. The 20% due the district will be payroll deducted for teachers over July and August pay periods.

6.12.6 The district shall offer a Short Term Disability through a carrier of the district's choice for purchase by members if they so desire.

6.13 ATHLETIC COACHING SCHEDULE will be referred to as Schedule B and found at the end of this document.

6.14 EXTRA CURRICULAR PAY SCHEDULE will be referred to as Schedule C and found at the end of this document.

6.15 Extra Pay and Compensation

High School Counselor Dept. Chair	15 days
High School Counselors	10 days
Middle School Counselors	3 days
High School Media Center	5 days
Middle School Media Center	5 days
Elementary/Intermediate Media Center	3 days
Co-op Coordinator	8 days
High School Special Education Coordinator	7 days + \$4,000
District Gifted & Talented Coordinator	\$3500
Testing Coordinator(s)	TBD by committee per LOA

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

6.15.2 All employees who participate in administrative-approved Extra-Curricular Activities, which fall outside of the Schedule C will be compensated at the hourly rate of \$33.50.

6.16 LEADERSHIP TEAMS: Structure and Compensation

6.16.1 Building Administrators will establish paid leadership positions within each building.

6.16.2 Positions and duties will be determined by the building administrator and leadership team at the end of each school year.

6.16.3 Openings will be advertised at the end of each school year as determined by the Leadership Team along with the Building Administrator.

6.16.4 Administration will choose from among the pool of applicants for a term of one year.

6.16.5 The minimal number of team members and total compensation for the team is determined from the following table:

<u>Building</u>	<u>Minimal Staff</u>	<u>Total Compensation</u>
BHS	8	\$15,000.00
McBride/Owen	6	\$5,250.00
Elementary	4	\$3,500.00

6.17 COVERAGE OF UNFILLED SUBSTITUTE POSITIONS: Teachers substituting, assigned, or supervising students during their preparation period shall receive a flat rate of \$50 for the period.

6.17.1 Employees who substitute during their preparation period may receive, in lieu of the hourly rate, a prorated credit for additional personal business days. An employee desiring additional personal business days may convert 5 coverage periods into 1 personal business day. The number of personal business days that can be earned and used under this provision is limited to two (2) per year. These personal business days are subject to all the limitations of a personal business day (10.4) including conversion to sick leave at the end of the year. Any credit toward a partial personal day or credit earned after June 1 of any school year will be paid out at the hourly rate.

6.17.2 At the beginning of each school year, each building office will compile a list of teachers willing to cover classes during their regularly scheduled preparation period. These teachers will be called first to cover an unassigned position. In the event there is more than 1 willing to assist during the same hour offers will be given in a rotation.

6.17.3 Coverage of a classroom by dividing the class and moving students to other classrooms. This option is to be used when no other viable alternative exists. In the event where classes are dissolved with students moved to other classrooms, each teacher effected by the dissolution will receive a flat rate of \$50.

6.18 Teachers shall be paid an allowance up to the amount per mile allowed by the IRS for use of personal cars for field trips and other authorized school business. The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport

children as provided in this section. Authorized school business includes mandatory seminars or workshops where mileage approval has been prearranged.

6.19 CAMP DUTIES: Compensation for (actual) performance of camp duties shall be two (2) personal business days.

6.19.1 These personal business days shall have the same limitations as outlined in 10.4

6.19.2 Teachers participating in first semester camp programs shall be able to utilize their personal business days immediately in the fall (prior to their actual performance).

6.19.3 Teachers participating in second semester camp programs shall be able to utilize their personal business days during the spring semester or the following fall semester.

6.19.4 An employee shall not lose accumulated sick leave time or personal business day credit because of his/her participation in an employer approved camp program or a school field trip.

6.20 Homebound teachers shall be paid an hourly rate of \$33.50 per hour.

6.21 CERTIFICATE RENEWAL: The school district shall reimburse teachers for the cost of teacher certification renewal to a maximum \$125.

6.22 RETIREMENT SEVERANCE: An employee retiring under the Michigan School Employee's Retirement System and having fifteen (15) service years of in-district service, shall receive a one-time retirement grant. The retiree shall be paid fifty (50) dollars per unused accumulated sick days to a maximum of one hundred (100) days with a maximum grant of \$5,000.00

6.23 It is recognized that proper planning and staffing necessitates the knowing of vacant positions; therefore, individuals who unconditionally serve notice of termination or retirement for a succeeding school year by April 1 of the then current school year shall receive a termination bonus of \$750. Those persons who unconditionally serve notice of termination or retirement for a succeeding school year between April 1 and May 31 shall receive a \$500 bonus. Those individuals who unconditionally serve notice of termination or retirement for the succeeding year between June 1 and June 30 shall receive a \$300 bonus. No bonus under this subsection shall be paid to a teacher serving official notice of retirement or termination for a succeeding year after June 30.

6.24 A teacher who is laid off under this agreement and who is paid unemployment compensation based on such layoff during the summer immediately following layoff and who is subsequently recalled on or before the first student day of the next school year to a bargaining unit position which would (in the absence of layoff) have paid the teacher compensation equal to or greater than that paid at the time of layoff, will be paid for such next school year at an annual salary rate which, when the amount of unemployment compensation received by the teacher is added thereto, will be equal to the rate of salary he/she would have earned for such next school year had he/she not been laid off.

6.25 GSRP/Certified Ancillary Staff

The board recognizes the importance of the GSRP Program. The salary range for the GSRP classrooms shall be from Step A to Step J on the GSRP Salary Schedule. Advancement will be up to Level J. GSRP teachers shall accrue seniority within the GSRP bargaining group. GSRP teachers will continue to follow the current grant requirements.

6.25.1 Members that fall under this classification, shall be given 9 sick days each year, and two (2) personal days. These days fall under the same stipulations as those in sections 10.1, 10.2, 10.3, 10.4, 10.5 and 10.6.

6.25.2 Members who fall under this classification, will be granted all the rights, protections and benefits contained in this agreement except compensation which is stipulated in section 6.22.3

6.25.3 Members currently employed by the district as June 2017, will take their yearly salary for the current year and find the next higher amount in the table below. This Level will then be where the member is placed on the salary schedule.

6.26 Bargaining Unit Members needing to create or modify lesson plans for teachers on leave, or for unfilled staff positions, will be paid at a rate of \$25 per day. This will not be applied to unfilled day to day teacher absences.

6.27 JOB SHARING: Teaching Positions may be shared between two individuals at a 50% share of the duties agreed to by both teachers and administration. Each Employee in this agreement will then be compensated at 50% of the position at a level of pay agreed upon by both teachers and administration. The district will pay 40% of the premium cost for each employee's healthcare. Each teacher will be responsible for 50% of the cost of ancillary insurance coverage. Each teacher will receive 5 sick days with one of these days taken as a personal day if desired. These days then fall under all the stipulations under section 10.1 through 10.8 Teachers will earn full credit towards advancement levels as full time teachers.

**ARTICLE VII  
TEACHING CONDITIONS**

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

**7.1 CLASS SIZE GUIDELINES FOR ELEMENTARY AND OWEN INTERMEDIATE SCHOOLS.**

7.1.1 Because research has shown that the pupil-teacher ratio is an important aspect of the effective educational program:

The parties agree that class size should be lowered whenever possible to meet the following optimum standards and will not exceed the Maximum:

Class Grade Level	Optimum	Maximum
Kindergarten/Grades 1-2	25	30
Grades 3 – 6	27	32

7.1.2 Whenever possible, without adding staff or moving students from one school building to another, the school district will have class sizes for split classrooms in grades 1 - 4 two students lower than the average class size for those two grades in the building.

7.1.3 The district agrees that when kindergarten class size rises above 26 students, the District will provide a half day paraprofessional for each classroom that is above this limit. In addition, when available, the District will provide a kindergarten paraprofessional for each elementary building while the District does not have a Young Fives Program.

7.1.4 Grievances may be filed on class size situations which occur or exist on or before the official student count day.

7.1.5 In no event shall the class size exceed the agreed to maximum, except before the official student count day, if the following criteria is met:

7.1.5.1 Due to a very unusual and unforeseen influx in student enrollment.

7.1.5.2 Or, when foreseen enrollment exceeds maximums and is mutually recommended by at least one of the following committees accordingly.

7.1.5.2.1 Building Level Committee - Shall be composed of a Union representative appointed by the President of the Union to represent those teachers involved and the building administrator. Recommendation(s) of said committee(s) must be reduced to writing listing the specifics of the exception(s) to include building, grade assignment, and exact anticipated class size number. Copies signed by both members of the committee(s) must be forwarded to the parties on or about May 15, preceding the fall enrollment date of the same year.

7.1.5.2.2 Administrative Level Committee - Shall be composed of the Director of Personnel and an officer of the Union appointed by the President of the Union. Said committee shall review and make recommendations of said situation forwarded from the Building Level Committee. Copies signed by both members of the committee must be forwarded to the Union and the Board within ten (10) days after said meeting. Said recommendations should be forwarded on or about May 30, preceding the fall enrollment of the same year.

7.1.5.2.3 Upon mutual agreement by either level committee of solutions to specific situations exceeding the class size maximums, and said solutions are implemented by the Board of Education, these specified situations, as agreed to, for that year are no longer



grievable. However, if the Board does not implement a solution that has been mutually agreed upon by either committee, the specific situation may be grievable.

7.1.5.3 Or, in situations where teacher(s) involved have voluntarily agreed in writing to exceed the above agreed to maximums, those class size situations shall be no longer grievable. Signed copies of said agreements listing specifics of said agreements including the exceeded class size number shall be forwarded to the parties within ten (10) days after such agreement.

7.1.5.4 Or, other valid reasons due to unforeseen emergencies, not including an influx in student enrollment, after concurrence with the Union. Copies of said concurrence by both parties shall be forwarded to both parties within ten (10) days after said occurrence.

7.1.6 Teachers who have class sizes above the maximums in section 7.1.1 will be allowed to apply for Overage Compensation. Teachers, will apply for this overage provision each semester in grades 1-6 and will be compensated \$5 per student per day that exceeds the classroom maximums. Enrollment will be calculated using the class size number from MI-Star. After fall count day if an overage is still occurring, the teacher will be compensated from the date the overage began or occurred at the rate determined by class enrollment on fall count day. Payments for overages will be made at the Feb 25th pay and June 25th pay.

7.1.6.1 Elementary Specials teachers will be compensated on a prorated basis, per class, per day.

## 7.2 CLASS SIZE GUIDELINES FOR SECONDARY SCHOOLS AND THOSE AREAS NOT COVERED IN THE ABOVE PROVISION OF 7.1

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

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

Special Education classes - State mandated caseload maximums including any RESA class size waivers.	
Secondary art, English, social studies, mathematics, science, language and business classes	25
Physical education classes	40
Special facility areas shall be guided by total number of work stations available.	

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

7.2.3 Teachers who have total enrollment of more than 175 students in grades 7-12 (excluding band, choir, physical education & art) will be allowed to apply for Overage Compensation each semester. Teachers who are over this threshold will be compensated \$1 per student, per day. Enrollment will be calculated using the class size number from MI-Star. After fall count day if an overage is still occurring, the teacher will be compensated from the date the overage began or occurred at the rate determined by class enrollment on fall count day. Payments for overages will be made at the Feb 25th pay and June 25th pay.

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

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

7.5 Teachers will be required to work a total of 30 minutes outside of the school day. These minutes will be allocated before and after the student school day based on the needs of the individual schools as determined by building administrators and staff.

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

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

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

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

7.7.1 Elementary/Owen Intermediate

7.7.1.1 At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly meeting either before and/or after the regular teacher working hours. This time will be considered permanent for the school year unless the teachers and building administrator agree to a change. Building Administrators will be allowed a maximum of three hours per month to be used for meeting time (staff meeting, PLT/ILC). These times may be used within the school day or after/before the school day as decided by the staff and administration, however these limits will not be exceeded. Staff along with administration will be decided on the most efficient and convenient times for these meetings to occur.

7.7.1.2 No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening

assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.

7.7.1.3 The teacher shall also make time available for regular scheduled Parent-Teacher Conferences. Elementary/Owen Intermediate parent/teacher conferences will be scheduled not to exceed: One (1) afternoon and two (2) evening conferences in the fall. One (1) afternoon and one (1) evening conference in spring. In exchange for evening conferences, the school calendar will be adjusted during the negotiation process.

## 7.7.2 Belleville High School/McBride Middle School

7.7.2.1 At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly meeting either before and/or after the regular teacher working hours. This time will be considered permanent for the school year unless the teachers and building administrator agree to a change. Building Administrators will be allowed a maximum of three hours per month to be used for meeting time (staff meeting, PLT/ILC). These times may be used within the school day or after/before the school day as decided by the staff and administration, however these limits will not be exceeded. Staff along with administration will be decided on the most efficient and convenient times for these meetings to occur.

7.7.2.2 No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.

7.7.2.3 Teachers may not be assigned to Saturday functions except for the Junior Prom, the Senior Prom, and Homecoming Dance, nor will a teacher be assigned to more than two (2) dances.

7.7.2.4 The teacher shall also make time available for regular scheduled Parent-Teacher Conferences. Secondary Parent/Teacher Conferences will be as scheduled not to exceed: Two (2) evening conferences in the fall. One (1) afternoon and one (1) evening conference in the spring. In exchange for evening conferences, the school calendar will be adjusted during the negotiation process.

7.7.3 In addition, the teacher will make time available for any emergencies that may arise at their respective buildings as deemed necessary by the building administrator or his designee to include emergency meetings. A follow-up report of said emergency must be forwarded to the building Union representative within five (5) working days.

7.7.4 The building administrator shall post or publish an agenda at least one day prior to the established weekly building meetings established by 7.6 except when an emergency arises preventing the same.

7.7.4.1 A section of the agenda will remain open for items of importance to the building staff.

7.7.4.2 If an agenda is not posted according to 7.6.2, a regular weekly building meeting will not be convened.

7.7.5 Each teacher shall receive a one-week prior notice of events scheduled in their building for that week so that lessons can be constructed to coincide with building events except in the case of emergencies.

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

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

7.9 Every effort will be made to have adequate paved parking facilities made available to employees for their exclusive use.

7.10 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the Board and the Union will confer from time to time for the purpose of improving the selection and use of such educational tools, the Board retaining the final authority in these matters.

7.11 Because the Board recognizes that appropriate texts are tools of the teaching profession, the Board shall take necessary steps to insure the efficient ordering of textbooks and other classroom materials when increasing class enrollments deplete existing supplies.

7.12 The Board will provide a budget allocation for the use in the expansion of a professional library and in-service training, the amount of which will be determined by the availability of funds.

7.13 It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at assuring that the energy of the teacher is primarily utilized in this end.

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

No teacher shall be required to:

7.13.1 Give up duty-free lunch except in cases of emergency or preparation time except in cases of emergency and middle school assemblies which shall be scheduled on an equitable basis.

7.13.2 No elementary teacher, other than kindergarten, shall be required to be on duty more than two (2) recess periods each week, except in situations that are impossible to cover and these will be handled on an equitable basis.

#### 7.14 PROFESSIONAL DEVELOPMENT

7.14.1 The parties support the principle of continuing training for teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

7.14.2 The school district shall coordinate staff led/independent Professional Development in a manner that ensures that said activities meet state requirements.

7.14.3 Every effort shall be made for after school workshops, conferences, and programs designed to improve the quality of instruction that are mutually agreed upon by the parties. Every effort will be made to obtain people of the highest qualification to participate in the presentation of such programs.

7.15 If an employee requests, the employer shall transport the employee's teaching materials when a transfer occurs. Such material shall be appropriately packed and boxed by the requesting employee. The employer shall take no responsibility for damage, loss, or breakage.

7.16 If a new course is to be created, at least two department members shall be appointed by the building administrator to work with the administration in determining course content and materials needed to implement the proposed course and released time shall be provided if so determined by the administration.

7.17 The district will provide facilities for itinerant staff, whenever possible.

#### 7.18 MEDICALLY FRAGILE STUDENTS

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

7.18.2 Teachers shall receive training by a medical professional for emergency situations dealing with medically fragile students in which they come in contact.

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

7.18.4 Teachers who willingly offer to provide care for medically fragile students by performing medical procedures will be provided training by a medical professional and a stipend of \$1000 per semester. Teachers who perform the duty on a short-term basis that is less than a semester will be compensated \$20 per day that they provided care.

## 7.19 School Improvement/Site-Based Decision Making

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

7.19.1.1 Participation on school improvement committees is voluntary.

7.19.1.2 The Master Agreement may not be modified in whole, or in part. Any school improvement decisions affecting member working conditions will be approved by the Executive Board of the VBEA before implementation and memorialized in a letter of understanding.

7.19.1.3 Decisions of committees must be approved by 60% of the members who will be affected by the decision. All decisions of school improvement committees will be for a specific duration not to exceed two school years.

7.19.1.4 The committees are free to address topics affecting school programs, but shall not address salaries, benefits or teacher performance, or in any way nullify the collective bargaining agreement.

7.19.1.5 The VBEA and the Van Buren Board of Education support the school improvement process.

7.20 The Board will give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The District and the VBEA agree to form a committee composed of teaching staff, administration, and other stakeholders to address the safety and integrity of the classroom environment. This committee will begin regular meetings no later than September 30, 2020.

7.20.1 Whenever the presence of a particular student in the class will impede the education of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.

7.20.2 The Board shall reimburse any teacher up to five hundred dollars (\$500) per occurrence for the damage or destruction of teacher property having a value of ten dollars (\$10) or more provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher.

7.20.3 If a complaint or suit filed against any teacher as a result of any legal action taken by the teacher while in reasonable pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.

## ARTICLE VIII TEACHING LOADS AND ASSIGNMENTS

### 8. Normal Teaching Loads:

8.1 The normal teacher's week in the High School shall consist of 25 assigned periods, 5 unassigned preparation periods, and homeroom, hall supervision, or equivalent assignment. Grades 7-8 of the Middle School, the normal teaching load for Core Teachers will be 4 core class periods, 2 elective class periods, an average of 250 minutes per week of unassigned preparation time in a two-week period. The normal teaching load for specials teachers, will be 3 class periods during the "focus" periods of the day, and no less than an average of 250 minutes per week of unassigned preparation time in a two-week period.

8.1.2 The normal weekly teaching load in the Elementary Schools/Owen (grades K-6) is to be no more than 25 hours and 50 minutes of assigned periods and no less than 4 hours, 10 minutes (250 minutes) of unassigned preparation time. The Board agrees to provide a minimum of thirty (30) minutes per day.

8.2 No departure from these norms, except in case of emergency or extenuating circumstances shall be authorized. In the event of any disagreement between the representative of the Board and the Union as to the need and desirability of such deviation, the matter may be processed through the Professional Negotiation Procedure hereinafter set forth.

8.3 The work year for the Community Education Off Campus Coordinator shall be 40 hours per week, with some evenings involved, for 185 days per year. The Community Education Off Campus Coordinator shall receive no additional compensation for the hours he/she works above and beyond that of the K-12 teacher in the contract. Prorated additional compensation shall be paid for days worked beyond the contractual 185 days. Such days will be scheduled at the discretion of the supervisor of adult education.

8.4 SENIORITY: The union will be provided a list specifying district seniority and the areas for which each teacher is certified and qualified as defined by 8.4.1. A similar list shall be posted in each school building throughout the district.

8.4.1 District seniority shall be defined as continuous service in the school district. Time spent as an administrator in Van Buren shall be included in the definition of continuous service in the school district.

A. For seniority accrued from September 1, 1985 through September 1, 1993, seniority shall not accrue during:

1. Any unpaid time for whatever reason.
2. Any unpaid leave of absence, except for military leave as provided by statute.
3. Layoffs, except up to one-year seniority (for career maximum of one-year seniority) may be earned while on layoff.

B. Effective September 1, 1993, continuous service shall include time on layoff or leave.

C. Seniority shall be broken for the following reasons:

1. If the employee resigns or retires.
2. If the employee does not return to work when recalled from layoff with a timely notification period.
3. If the employee fails to report for work on the first regularly scheduled work day following the expiration of any employee's leave of absence or fails to secure an approved extension of a leave of absence.
4. If a probationary employee is laid off longer than his/her accumulated seniority.
5. If a tenure employee is laid off longer than 6 years.

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

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

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

8.4.1.3.1 The method of resolving further duplication of employee's seniority date so affected shall be as follows: All individuals will participate in a drawing, by lot, to determine their position on the seniority list. The Employer will notify the Union and each employee so affected in writing of the date, place, and time of the drawing. The drawing will reasonably allow affected employees and the Union or Local Association representatives to be in attendance.

8.4.1.3.2 Teachers on layoff status may purchase, at their own expense, if available, hospitalization, life, and dental insurance as a member of their group at a rate and method of



payment determined by the carrier and the School Business Office for a period not to exceed one (1) year.

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

#### 8.6 MENTOR TEACHERS

8.6.1 A Mentor teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.

8.6.2 Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.

8.6.3 A Mentor Teacher shall be assigned in accordance with the following:

8.6.3.1 The Mentor Teacher shall be a tenured member of the bargaining unit.

8.6.3.2 Participation as Mentor Teacher shall be voluntary.

8.6.3.3 The District shall immediately notify the Association of those members requiring a Mentor assignment or of any affected member whose classroom assignment has changed. The building administrator shall select the Mentor with input from two staff members chosen by the building faculty members at large.

8.6.3.4 Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.

8.6.3.5 The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after eight (8) months. The appointment may be renewed in succeeding years.

8.6.3.6 The Mentor Teacher shall be assigned to no more than two (2) Mentees.

8.6.4 Suggested standards for release time for the Mentee will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.

8.6.5 A minimum of once a year, both Mentors and Mentees will be updated on the legal ramifications of said program.

8.6.6 Mentor teachers shall be paid a stipend of \$250 per semester.

## **ARTICLE IX VACANCIES, PROMOTIONS AND TRANSFERS**

9. It shall be understood that any vacant extracurricular assignment be posted for the regular staff first. If the position is not filled from the regular staff, then teachers on the layoff list shall be given the next priority.

9.1 Laid off teachers desiring to accept a retained extracurricular activities assignment shall receive the rate agreed to in the Master Agreement.

9.2 The Board's decision will be binding unless it violates this Master Agreement.

## **ARTICLE X LEAVE POLICY**

### 10. SICK LEAVE:

The Board of Education and the Association recognize the need for necessary sick and personal day usage by members. The parties also recognize that significant resources are used when sick and personal days are utilized; and it benefits students and staff if the utilization of these days is minimized.

10.1 Teachers shall be granted a sick leave allowance of ten (10) days per year. Accumulation of sick leave is 120 days. These days may be used as follows:

10.1.1 Sick leave days may be used for personal illness, quarantine, or a medically defined and physician confirmed (M.D. or D.O. only) disability.

10.1.2 A maximum of five (5) sick leave days per year will be allowed in the case of an illness of a member of the immediate family when no other arrangements can be made. Additional days may be granted if documentation is provided to the Human Resources Director not to exceed the maximum number of days contemplated by the FMLA. In this instance, "immediate family" shall be defined as a spouse, children, parents, parents-in-law, grandparents or other relatives living in the same household with the teacher.

10.1.3 An individual who is aware of a pending disability that has a substantial likelihood of requiring the employee to be absent from the school district, shall inform the employer of the anticipated nature and duration of such absence and provide the employer with documentation (M.D. or D.O. only) substantiating such. Such notification shall be provided as soon as the pending disability is known and must be updated if changes occur regarding said notification. An employee may elect not to use paid sick leave days for pregnancy-related disabilities.

10.1.4 Any teacher who is absent for more than five (5) consecutive instructional days must provide the Director of Human Resources with a medical doctor's certificate verifying that the teacher is unable to work. Such verification must be furnished to the Director of Human Resources at the earliest possible date in order for the absence to be approved.

10.1.5 Attendance Incentive: In recognition of the benefits of a consistent teaching atmosphere, the following attendance incentive will become effective:

Days used	Amount of Incentive
0	\$750.00
1	\$650.00
2	\$550.00
3	\$450.00
4	\$350.00
5	\$250.00

All unused sick days by the employee will be added to his/her bank regardless of stipend paid. Absences due to school business, association business and personal business days will not be counted as absences toward the stipend calculations. Stipends will be paid by the last pay in June.

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

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

10.2.2 Upon approval by the Superintendent, or designee, a VBEA employee shall be allowed to donate sick days from their accumulated sick bank to another VBEA employee for the care of an employee's immediate household family member due to a catastrophic illness or injury. The maximum number of donated sick days an employee may receive per incident of catastrophic illness or injury is ninety (90) days. Before using donated sick days, an employee shall have exhausted all personal sick and business days, both current allotment and accumulated. Unused donated sick days shall be returned, at the end of the

school year, to the donating employee (s) in a method that is proportional to the original number of days donated.

### 10.3 FUNERAL LEAVE

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

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

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

### 10.4 PERSONAL BUSINESS DAYS

Two (2) days will be granted per year "Personal Leave". The Employee will notify the Human Resource office a minimum of 48 hours in advance of the desired day off, unless circumstances do not allow it. Approval of Personal Leave will be solely based on the number of teachers in the district requesting the same day. Notification of denial of a requested leave day must be sent to the employee 24 hours from the time of the request. Leave days not used will be rolled into the employee's sick bank at the end of the school year. Employees not able to meet the 48-hour request window must notify the Director of Human Resources of the reason for the leave day upon his or her return to work. Documentation may be requested on why the 48-hour notice was not able to be followed.

10.4.1 Personal business days may NOT be taken on a day immediately preceding or following a vacation period. Personal Business days MAY be taken immediately preceding or following a three-day weekend such as Presidents Day, Memorial Day or Dr. Martin Luther King Day, provided that no more than fifteen (15) teachers shall be eligible district wide with no more than four (4) teachers per day for the high school and no more than two (2) teachers per day for any other building.

10.4.2 Teachers who need additional Leave days beyond their allotted amount, or have specific need for Personal Leave immediately preceding or following prohibited times, must submit a written request to the Director of Human Resources or his/her designee. If granted, accumulated sick leave days will be used as Personal Leave days. Each request will be considered on a case by case basis.

10.5 All absence, other than sick leave or personal business will be considered a leave of absence with loss of pay for the period of such absence. A day's pay under this clause will be the teacher's yearly salary divided by the number of teacher work days based on the negotiated calendar used for that year.

10.6 Any teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an Arbitration, Negotiation, Mediation or Fact Finding proceeding shall be released with pay and not charged to their leave allowance, providing, however, that any compensation, excluding mileage, received by the teacher for such proceedings shall be remitted to the Board.

10.6.1 Time necessary to take the selective service physical examination shall be with pay and not chargeable against the teacher's leave allowance.

10.7 Any teacher who is not able to report for duty because of injuries resulting from any performance of duties shall not have their absences charged against their accumulated leave days provided:

10.7.1 That the injuries occurred on school property and/or during approved school activities.

10.7.2 That upon written request they submit a medical statement relative to the injury.

10.7.3 That the injury occurs during the performance of their duties.

10.7.4 That the injury be verified and approved according to the above provisions by the building administrator.

10.8 Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may elect, in the case such injury extends beyond the seven-day waiting period, to have the difference between their regular salary and the amount received from Worker's Compensation paid from the gross amount they are entitled to receive from their accumulated sick leave. Sick leave deductions will be prorated on the percentage used.

#### 10.9 SABBATICAL LEAVE

10.9.1 On recommendation of the Superintendent, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school system. A maximum of one (1) teacher per year at one-half (1/2) the base salary may be granted a sabbatical leave in accordance with the following procedure:

10.9.2 Qualifications: An application for a sabbatical leave of absence may be filed with the Superintendent provided the following conditions are filled:

10.9.2.1 The applicant possesses a Permanent, Continuing, or Professional Education Certificate.

10.9.2.2 The applicant has been employed by the Van Buren Board of Education as a contract teacher for at least seven (7) continuous years of service.

10.9.2.3 The applicant has not been granted a sabbatical leave of absence from the Van Buren Board of Education during the seven (7) years of continuous service.

10.9.2.4 The applicant signs an agreement to return to service with the Van Buren Board of Education immediately upon termination of sabbatical leave and continue in such service for a period of three (3) years unless causes beyond their control prevent, or to

refund to the Van Buren Board of Education one-third (1/3) of the salary paid for the sabbatical for each year not served.

### 10.9.3 Applications:

10.9.3.1 Applications for sabbatical leaves of absence must be filed not later than April 1st for a leave beginning the first semester of the following school year.

10.9.3.2 An applicant for sabbatical leave of absence shall file with the application an outlined program for the period requested for sabbatical leave.

10.9.3.3 If the request entails study at a university here or abroad, no further action is necessary on the part of the applicant except that a complete transcript of the courses taken be forwarded to the Superintendent's Office in Belleville upon completion of the studies. A minimum of eight (8) semester hours of graduate credit is required for each semester of sabbatical leave.

10.9.4 Salary Provisions: A teacher on sabbatical leave will be considered under contract to the Van Buren Board of Education and will receive one-half (1/2) the base salary they would receive as a full-time teacher for that year. Base salary includes the regular salary schedule and increment.

10.9.5 An interim report shall be filed at the midpoint for the period for which the leave is taken. The final report shall be due immediately following the applicant's return to service with the Van Buren Board of Education. These reports are to be mailed to the Superintendent.

### 10.9.6 Status while on sabbatical leave:

10.9.6.1 A teacher on sabbatical leave shall be considered to be in the employ of the Van Buren Board of Education and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

10.9.6.2 They shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the school district.

10.9.6.3 The teacher shall be responsible for notifying the payroll department of the Van Buren Board of Education as to the place to which their checks should be addressed during their period of sabbatical leave. It is advisable to complete this arrangement before leaving the area.

## 10.10 FMLA LEAVE

10.10.1 FMLA provides up to twelve (12) weeks of job protected leave for the following reasons: The employer shall grant unpaid leaves of up to twelve (12) weeks for each employee eligible under the law (currently defined as employees who have worked for the District for at least twelve (12) months and 1,250 hours during a twelve (12) month period prior to a qualifying event.

10.10.1.1 Birth of a child and to care for such child after delivery,

10.10.1.2 Placement of a child into your family for adoption or for a foster care arrangement,

10.10.1.3 Care for your spouse, child or parent who has a serious health condition (i.e. one that generally requires overnight inpatient care or two or more treatments), or

10.10.1.4 For a serious health condition that makes the employee unable to perform the employee's job.

10.10.1.5 To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

10.10.1.6 To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy: or is in outpatient status; or is on the temporary disability list.

#### 10.10.2 ADDITIONAL PROVISIONS

10.10.2.1 If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice

10.10.2.2 The employee shall have the option of using accrued paid leave days, if available.

10.10.2.3 An employee may elect to exhaust all or a portion of his/her accrued paid leave of any kind prior to taking FMLA leave. An Employee may elect to run his/her accrued paid leave of any kind concurrently with any FMLA leave.

10.10.2.4 Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on such leave.

10.10.2.5 The employee shall have the right to take the leave on a reduced or intermittent schedule.

10.10.2.6 Upon return from the leave, the employee shall be returned to the position held immediately before the leave began.

10.10.2.7 The employer shall extend FMLA protections to all employees covered under this bargaining agreement regardless of number of hours worked.

10.10.2.8 The Employer may not make a retroactive designation of more than 3 (three) days of leave that qualifies for FMLA.

10.10.2.9 In the case of the birth of a child or adoption when both parents work for this employer, the mother shall be entitled to 12 full weeks of maternity leave and father shall be entitled to 12 full weeks of paternity leave with the full protections of the FMLA and no offset.

## 10.11 CHILD CARE LEAVE

10.11.1 A teacher, either actively employed or on layoff status, who is pregnant or whose spouse is pregnant, or who adopts a child, shall be entitled, upon request, to a child care leave as provided below.

10.11.2 Said teacher shall make such a request to the Superintendent, in writing, on the form(s) approved by the Board thirty (30) calendar days prior to the anticipated date of birth or adoption. In the event of adoption, the teacher shall provide the appropriate form(s) 30 days in advance, or as soon as is possible after learning the date of adoption. Included shall be: A physician's statement certifying pregnancy or paternity, a copy of the child's birth certificate, or notice from the adoption agency certifying the upcoming adoption, whichever is applicable. Child care leave request packets are available in every building.

10.11.3 A teacher who is pregnant may continue in active employment as long as she desires, provided she is able to perform her required functions.

10.11.4 A teacher adopting a child one (1) year of age or less, shall be entitled to a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary to fulfill the requirements for adoption.

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

10.11.6 A teacher requesting a child care leave must elect one of the following leaves and only one leave will be granted per teacher, per birth, adoption, acquisition of a child through marriage, or assumption of legal responsibilities for a family. The Board may, however, elect to bring a teacher back prior to the expiration of the leave by mutual consent.

10.11.6.1 I. An unpaid leave for the remainder of the semester that the leave commenced.

10.11.6.2 II. An unpaid leave for a complete semester.

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

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

10.11.6.5 Accumulated sick leave time shall be used only for that time during which the employee is disabled. Employees intending to use birth related disability leave must comply with the notice provisions of 10.11.2.

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

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



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

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

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

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

#### 10.12 PURCHASE OF INSURANCE BENEFITS

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

#### 10.13 VOLUNTARY LEAVE

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

10.13.2 Voluntary Leave Requests received after April 1.

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

10.13.2.1.1 The position may be filled by a non-seniority accruing teacher.

10.13.2.1.2 The position may be paid at the adult education rate.

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

### 10.13.3 Maximum Voluntary Leaves

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

## **ARTICLE XI TEACHERS' RIGHTS**

### 11. RIGHTS OF THE EMPLOYEE

11.1 Each employee shall have the right to review the contents of their own personnel file as maintained by the Administrator or the Superintendent. If desired by the teacher, a representative of the Union may be present.

11.1.1 Employees will be given copies of all materials placed in their files within five (5) working days with the exception of college placement bureau credentials. Teachers shall also have the right to place explanatory notes or letters in their personnel file pertinent to any written or printed materials and these notes or letters shall be attached to each file copy.

11.2 An employee shall be entitled to have present a representative of the Union when being disciplined for any alleged infraction or delinquency in professional performance. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Union is present.

11.3 The private and personal life of any teacher is not within the appropriate concern or attention of the Employer as long as it is consistent with the high standards which the teaching profession has set.

11.4 No restrictions shall be placed upon the freedom of the employee to use their own time for gainful employment insofar as it does not interfere with the satisfactory performance of their school duties.

11.5 Employees shall be entitled to full rights of citizenship. Presence or absence of religious or political activities outside of school shall not be grounds for discipline or discrimination against any teacher insofar as it does not interfere with satisfactory performance of their school duties and is consistent with the high standards which the teaching profession has set.

11.6 This agreement shall apply to all employees regardless of race, religion, national origin, sex, marital status or membership in any professional or employee organization.

11.7 Since the Employee's authority and effectiveness in their classroom or on school property is undermined when students discover that there is insufficient backing and support of the Employee, the Employer recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom or on school property, providing that the Employee is reasonably pursuing a legitimate duty.

11.8 Any case of assault upon an Employee shall be promptly reported in writing to the Employer or its designated representative. The Employer may, upon request, provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authority.

11.9 If any Employee is complained against or sued by reason of disciplinary action taken by the Employee against a student, the Employer may, upon request, provide legal counsel and render all necessary assistance to the Employee in their defense.

11.10 If any Employee is sued as a result of the performance of their duties, the Employer will provide legal counsel and render all necessary assistance to the employee in their defense.

11.11 The Employer will reimburse employees for, in the case of assaults, any loss, damage or destruction of clothing or personal property of the employee while on duty in the school or on the school premises. Proof of loss shall be furnished to the Employer within ten (10) days of the incident. The Employer shall not be obligated to pay more than \$200.00 for any one incident. If an employee is injured while performing his duty, free medical, surgical, or hospital care will be furnished by the Employer. If the Employer has insurance to cover such incidents, this will be deemed to be in compliance with this provision.

11.12 Any serious complaints by a parent of a student directed toward the employee shall be promptly called to the employee's attention and, if necessary, a conference will be called. Such complaint shall be reduced to writing and forwarded to the employee. A copy of the complaint and its disposition shall be kept in the employee's personnel file. The employee may reply in writing to the charge and their reply shall be attached to the copy of the complaint and kept in the employee's personnel file.

### 11.13 DAY-TO-DAY SUBSTITUTE TEACHERS

11.13.1 Non-classroom teachers will not be used as substitute teachers except in case of extreme emergency. In cases where a teacher is used in one assignment for one-half (1/2) day or more, an explanation will be forwarded to the Union within five (5) days.

11.13.2 Whenever possible, the Board will provide qualified art and vocal music teachers. It will be the responsibility of the regular special teachers to have usable lesson plans and the instructional materials readily accessible for use by these substitutes.

11.13.3 In the event that a qualified art or vocal music teacher is not available, a substitute will still be provided to cover these classes. At this time, it will be the responsibility of each regular special area teacher to provide the substitute with the necessary lesson plans and instructional materials to carry on a meaningful educational activity.

11.13.4 On returning to work following an absence, the classroom teacher will complete and submit to a person designated by the Board an evaluation of the substitute on an evaluation form agreed upon by the administration and the Union. This form, provided by the administrator, will be due at the end of the second day of returning to work.

## **ARTICLE XII SCHOOL CALENDARS**

The Negotiated Calendar is found as Schedule D at the end of this document

### **12. CALENDAR GUIDELINES**

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

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

#### **12.1.1 School Calendars**

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

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

12.1.1.3 The bargained school calendar for each school year, will be the controlling document outlining the number of teacher work, and instructional days.

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### 13. PROCEDURE

##### 13.1 Definitions:

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

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

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

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

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

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

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

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

13.3.5 **Level Five:** In the event that the Union is not satisfied with the Superintendent's decision in Level Four, the grievance may be submitted to arbitration before an impartial

arbitrator who is selected by the mutual consent of the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

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

13.4.1 The grievance shall be submitted in writing to the superintendent or his/her designee within the time frame specified in 13.3.1. Within five (5) school days after submission, the Superintendent or his/her designee shall schedule a meeting with the Union in an effort to resolve this dispute.

13.4.2 If the grievance is not resolved to the Union's satisfaction within seven (7) school days of the initial meeting between the Superintendent or his designee and the Union, the Union may appeal the grievance to final and binding arbitration as provided in 13.3.5.

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

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

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

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

13.9 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.

13.10 Any grievance not carried to the next step within the prescribed time limits agreed to, shall automatically have the grievance closed on the basis of last disposition and shall not be subject to further review unless stipulated to by the Employer and the Union. Notification of the Superintendent by the Union of intent to continue the grievance shall be deemed in compliance with the provision.

13.11 The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:

13.11.1A. Failure to re-employ any probationary bargaining unit employee or the placing of any non-tenure teacher on a third year of probation; provided that in either case the Board shall furnish said teacher a copy of reasons for such action and a copy of all evaluation reports. The failure to provide such reasons or reports may be the basis for a grievance under this Article.

13.11.2B. Any claim or complaint which may be subject to the procedures specified in the Teachers' Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended).

13.12 In any matter concerning a Central Office decision, the Central Office administrator, at his initiation, may write a grievance response before a hearing is held at the Superintendent's level.

13.13 The Employer shall make available to the Union upon its request such available personnel information and reports related to the operation of the district as are necessary for the processing of grievances under this Article, provided nothing included herein is intended to require the employer to compile or present information in forms not customarily followed nor in forms not already compiled as provided by law.

## **ARTICLE XIV NEGOTIATION PROCEDURES**

14. In all negotiations between the Employer and the Union, neither party shall have any control over the selection of the representatives of the other party. Each party may utilize the services or advice of persons outside of its membership.

14.1 It is contemplated that matters of common concern to the parties shall be subject to professional negotiations from time to time during the period of this Agreement upon mutual consent of the parties. The parties will reserve the first Thursday of November, January, March, May and July for meetings at the request of either party. The parties will request a meeting in writing and specifically identify the areas of concern.

## **ARTICLE XV MISCELLANEOUS**

### **15. MISCELLANEOUS PROVISIONS**

15.1 The Union shall deal with the ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Union and its membership to define acceptable but not the sole criteria of professional behavior and is to be considered a part of this contract.

15.2 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

15.3 No employee covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement. All persons, upon ratification, are immediately restored to both regular and extra duties.

15.4 If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed null and void to the extent prescribed by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

15.5 This Agreement will become effective upon ratification by both parties.

15.6 The use of all tobacco products will be prohibited within and on any and all buildings, facilities and vehicles owned or leased by or to the Van Buren Public Schools. This provision shall supersede any and all contrary and/or inconsistent policies, rules, regulations, or contract provisions with which it may conflict or modify.

15.6.1 The school district will arrange, at no cost to the employer or the employee, a smoking cessation overview program at least once a year.

15.7 Each elementary principal shall designate a teacher, or teachers, to serve as an administrative designee in the absence of the principal.

15.7.1 The administrative designee will fill in on a day-to-day basis for the building, but is not meant to replace the principal during absences due to long-term illness or accident. If a prolonged absence is known or foreseen, the vacancy will be posted in compliance with the administrator's Master Agreement.

15.7.2 By way of example, administrative designees will handle student discipline problems, deal with parental calls and concerns, act as decision maker and direct staff in emergencies, The Administrative Designee will not act as a supervisor of professional or support staff, or administer or cause anyone to administer any discipline, nor hire or fire, or evaluate.

15.7.3 In the event an issue is of such magnitude or specific and urgent enough in motive that an administrator is needed, a pre designated elementary principal will be called to the building. All elementary principals have teamed with a fellow principal to determine the predesignated administrator. In the event the predesignated administrator is unavailable, central office personnel will be called to respond.

15.7.4 Administrative designees will be assigned and paid a stipend of \$30 per day (\$15 in the event of a half day. A half day is defined as a day when school is in session or students for a period of time not to exceed four hours.) in the event the building principal is away from the building for a period of four or more consecutive hours. Except in the event of illness or an emergency, absences of four or more consecutive hours will be pre-approved by central office administration.

15.7.5 The school district shall provide liability insurance for administrative designees' subject to the provisions of the school's general liability policy.



## **Appendix A**

### **Negotiated Health Insurance/Ancillary Insurance Coverage**

#### District Provided Health Care/Ancillary Benefits

Each eligible teacher, as defined above will select one (1) and only one of the two (2) following options in health insurance:

1. The health insurance provided to teachers under the agreement continues to be a High Deductible Health Plan (HDHP) with a 1400/2800 deductible PPO and allows pre-tax employee contribution elections. The district shall maintain adequate stop-loss coverage and a 3rd party administrator for Health Care and prescription coverage (RX). The District will contribute 50% of the deductible amount into the employee's HAS account. This payment will be split into two equal payments which will be made by January 25 and July 25 of each calendar year.
  - 1.1 Additional coverage for this plan will increase the chiropractic visits 39 and include massage therapy.
  - 1.2 No changes in coverage definitions will be made without a vote of the membership.
  - 1.3 Both parties agree to comply with the Affordable Care Act or its successor and agree that the district may make adjustments based on any future rulings, findings, and government guidance on compliance. These plan options, rates, and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the illustrative rates. Any changes will be communicated through open enrollment.
  - 1.4 The District may offer additional insurance plans to VBEA members.
  - 1.5 If the District goes to a hard cap during the duration of this agreement, then the District agrees to a hard cap number that is 80% of the illustrative rate from our provider plus 80% of any of the HSA contribution that the District makes per the term of this agreement.
  - 1.6 The partnership between Van Buren Public Schools and the VBEA is instituting a self-insurance plan for medical benefits were created to benefit both parties. The district agrees that at the end of the coverage period (July 1 to June 30 of each insurance year) after all claims have been paid, to compare the illustrative rates for medical benefits for the VBEA with the amount of claims paid. If the illustrative rate amount exceeds the amount of claims paid, the District will return 66 2/3<sup>rd</sup>% of the excess divided equally to all bargaining unit members. This payment will take place no later than December 31<sup>st</sup> of each year.
  - 1.7 Both the association and the district agree for the duration of the current insurance model, with the understanding and explicit assurance from the third party administrator, that the District and Health Insurance Advisory Committee will not have any access to, or will be provided access to individual claims data. This includes but is not limited to information related to reinsurance/stop loss claims. Verification of this understanding will be acknowledge by the third party administrator and provided to the Health Insurance Advisory Committee. (LOA Dated 4/1/2019)

## Optional Plan

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

B. \$2000 in lieu of health insurance. An employee who elects the \$2000 option shall receive the pay on the basis of \$166.66 per month. Should an employee work only one (1) semester, their payment would be one-half (1/2) of the total amount. If an employee does not work the total year, the cash in lieu of health insurance shall be prorated

Any employee contributions for the health care premiums shall be made through the district's Health Savings Account.

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

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

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

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

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

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

For staff without dental coverage through another source:

- Class I: 100%
- Class II: 90%
- Class III: 80%

- Class IV: 80%
- Annual Max Class I, II, III; \$1,500, Lifetime Max Class IV: \$1500
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: Yes
- Cleanings: 2 per year

For staff with dental coverage through another source:

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Class IV: 50%
- Annual Max Class I, II, III; \$2,000, Lifetime Max Class IV: \$1500
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: Yes
- Cleanings: 2 per year

The Board shall provide internal and external coordination of benefits.

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

#### Tax Deferred (Sheltered) Annuities

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

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

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

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

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

## Health Care Oversight Advisory Committee

1. A committee shall be formed, tasked with oversight of the insurance funding, costs, stop loss and coverage offerings. The committee will review and make recommendations when necessary to the health coverage and funding.
  - 1.1 The committee will meet quarterly in August, October, February, and May.
  - 1.2 The membership of the committee will consist of the Superintendent, Director of Human Resources, Director of Finance, up to two Representatives from VBEA and may include a representative from each of the bargaining units participating in the insurance plans.
  - 1.3 Upon the formation of the Health Care Oversight Advisory Committee, all represented units will meet to agree on rules and procedures governing the scope of the committee.
    - 1.3.1 VBEA Illustrative rates will be based on VBEA Claim data.
    - 1.3.2 Any changes to the insurance pool will be agreed upon by VBEA and VBPS.
  - 1.4 Changes suggested by the committee in cost of coverage and plan offerings need to be approved by the Executive Committee of VBEA.
  - 1.5 Changes suggested in definitions of coverage will need to be approved by the Executive board, then by a vote of the membership.
  - 1.6 The committee will monitor the cost of coverage for the following year, based on the claim data of the previous time period and make recommendations for the baseline of cost of coverage if changes are necessary.
  - 1.7 The committee will review and approve the stop loss coverage and carrier for the following year.
  - 1.8 The committee will review and approve the 3rd party administrator for RX and Health Care.
  - 1.9 All data considered by the committee will be made available to units involved.

**SCHEDULE A**  
**BASE SALARY SCHEDULE**

**2022 Salary Schedule**

<b>Advancement Level</b>	<b>Scale I BA</b>	<b>Scale II MA</b>	<b>Scale III MA +30</b>	<b>Scale IV 2 MA</b>
A	45257	49165	50086	53186
B	46941	51070	52102	55202
C	48625	52975	54118	57218
D	50309	54880	56134	59234
E	51993	56785	58150	61250
F	53677	58690	60166	63266
G	55361	60595	62182	65282
H	57045	62500	64198	67298
I	58729	64405	66214	69314
J	60413	66310	68230	71330
K	62097	68215	70246	73346
L	63781	70120	72262	75362
M	65465	72025	74278	77378
N	67149	73930	76294	79394
O	68833	75835	78310	81410
P	70517	77740	80326	83426
Q	72201	79645	82342	85442
R	73885	81550	84358	87458
S	75569	83455	86374	89474

GSRP-A	40,731
GSRP-B	42,247
GSRP-C	43,763
GSRP-D	45,278
GSRP-E	46,794
GSRP-F	48,309
GSRP-G	49,825
GSRP-H	51,341
GSRP-I	52,856
GSRP-J	54,372

## 2023 Salary Schedule

Advancement Level	Scale I BA	Scale II MA	Scale III MA +30	Scale IV 2 MA
A	46257	50165	51086	54186
B	47941	52070	53102	56202
C	49625	53975	55118	59218
D	51309	55880	57134	60234
E	52993	57785	59150	62250
F	54677	59690	61166	64266
G	56361	61595	63182	66282
H	58045	63500	65198	68298
I	59729	65405	67214	70314
J	61413	67310	69230	72330
K	63097	69215	71246	74346
L	64781	71120	73262	76362
M	66465	73025	75278	78378
N	68149	74930	77294	80394
O	69833	76835	79310	82410
P	71517	78740	81326	84426
Q	73201	80645	83342	86442
R	74885	82550	85358	88458
S	77569	85455	88374	91474

GSRP-A	41,631
GSRP-B	43,147
GSRP-C	44,663
GSRP-D	46,178
GSRP-E	47,694
GSRP-F	49,209
GSRP-G	50,725
GSRP-H	52,241
GSRP-I	53,756
GSRP-J	55,272

## SCHEDULE B – COACHING/ATHLETIC PAY

### Coaching Pay Schedule

Coaches will be paid a percentage of the Extra-Curricular Salary Schedule up to and including step 10 of the following Coaching Pay Calculation Table. The percentage will be applied to the steps on the schedule of the number of years of experience the coach has had in the position within Van Buren Public Schools.

Coaching positions will be awarded to the most qualified candidate from a pool of both internal and external applicants. The Board will make the final hiring decision.

Coaching/Extra-Curricular Pay Calculation Table:

0	\$36,600
1	\$37,700
2	\$38,800
3	\$39,900
4	\$41,000
5	\$42,100
6	\$43,200
7	\$44,300
8	\$45,400
9	\$46,500
10	\$47,600

<b>Fall</b>			<b>Winter</b>			<b>Spring Positions</b>		
<b>Positions</b>		<b>%</b>	<b>Positions</b>		<b>%</b>			<b>%</b>
Football	HC	13	B Basketball	HC	13	Baseball	HC	10
Football	AC	10	B Basketball	JV	10	Baseball	JV	8
Football	AC	10	B Basketball	Fresh	9	Baseball	Fresh	7
Football	AC	10						
Football	JV	10	B Basketball	MS 8	6	Baseball	MS	5.5
Football	JV	10	B Basketball	MS 7	6			
Football	Fresh	9				Softball	HC	10
Football	Fresh	9	G Basketball	HC	13	Softball	JV	8
			G Basketball	JV	10	Softball	Fresh	7
Football	MS 8	6	G Basketball	Fresh	9			
Football	MS 8	6				Softball	MS	5.5
Football	MS 7	6	G Basketball	MS 8	6			
Football	MS 7	6	G Basketball	MS 7	6	Track	HC B	10
B Soccer	HC	10	Wrestling	HC	11	Track	HC G	10
B Soccer	JV	8	Wrestling	JV	9	Track	AC B	8
						Track	AC G	8

Fall Cont.			Winter Cont.			Spring Cont.		
G Swim	HC	10.5	Wrestling	MS	6	Track	MS	5.5
G Swim	AC	8.5				Track	MS	5.5
			B Swim	HC	10.5			
Cheerleading	HC (FY)	10	B Swim	AC	8.5	G Soccer	HC	10
Cheerleading	AC (FY)	8				G Soccer	JV	8
			MS Swim	MS	5.5			
Cheerleading	MS (FY)	5	MS Swim	MS	5.5	B Golf	HC	9
Volleyball	HC	11	Bowling	HC	9	G Tennis	HC	9
Volleyball	JV	9				G Tennis	JV	7
Volleyball	Fresh	8						
						V. Lacrosse	HC	10
Volleyball	MS 8	6				JV Lacrosse	HC	8
Volleyball	MS 7	6						
Cross Country	HC	9						
Cross Country	MS	5						
B Tennis	HC	9						
G Golf	HC	9						

**KEY: HC=Head Coach AC= Assistant Coach JV=Junior Varsity Coach Frosh=Freshman Coach MS= Middle School FY=Full Year**



## SCHEDULE C EXTRACURRICULAR PAY SCHEDULE

Extracurricular Pay Schedule: (Percentage of Level A of BA Scale I salary schedule in schedule A.)

A. Extracurricular Pay contracts for certified staff extracurricular activities will be given to the employee within 10 working days from the date of the first duty related to that assignment. The compensation, in dollars for the activity and % of BA Base, will be stated on the contract.

B. In the event that the activity has already begun before the beginning of the school year, the 10 workday deadline would begin from the first day of classes.

### Senior High

National Honor Society	5%
Senior Class Advisor x2	6%
Junior Class Advisor x2	5%
Sophomore Class Advisor x2	3.5%
Freshman Class Advisor x2	3.5%
Student Advisory Council Sponsor	8%
Yearbook Sponsor	4%
Authorized Clubs in existence for more than one year	2%
Authorized Clubs during first year of existence	1%
Science Olympiad Sponsor	4%
Robotics Team Lead Advisor	8%
Robotics Team Asst. Advisor	6%

### High School Music

District Coordinator	
Instrumental Music	2%
H.S. Band Director	
Concert Season	3%
Asst. H.S. Band Director	
Concert Season	3%
<u>Marching Band:</u>	
Marching Band Director	12%
Assistant Marching Band Director	10%
Vocal Music	5%

### Senior High Play/Musical Productions

School Play Director	8%
School Play Assistant Director	5%
School Play Asst. Director	5%
School Play Technical Director	6%

Musical Director	11%
Musical Asst. Director	5%
Musical Technical Director	5%
Musical Orchestra Director	6%
Musical Choir Director	6%

McBride Middle School

Band Director x1	3%
Owen/McBride Assist Band Director	1.5%
Wash. D.C. Trip Coordinator	3%
School Play Director x2	4%
Student Council	4%
Vocal Music	3%
Yearbook Sponsor	4%
Authorized Clubs during first year of existence	1%
Authorized Clubs in existence for more than one year	2%
Science Olympiad Sponsor	2%
National Junior Honor Society	4%
Noon Activity Supervisor	3%
McBride First Robotics Coach	3%

Owen Intermediate School

6 <sup>th</sup> Gr. Camp Director	3%
5 <sup>th</sup> Gr. Trip Coordinator	3%
Band Director	3%
Owen/McBride Assistant Band Director	1.5%
Summer Band 5 <sup>th</sup> /6 <sup>th</sup> gr	2%
Vocal Music	3%
Intermural Sponsor	\$33.50/hour
Add. Extra-Curricular Assignment	6%

BHS Productions Support Staff

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

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

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

Elementary Extra-Curricular Assignment (each building) 16%

The District agrees to form a committee with the Association to work on a system that will equalize pay for equal work at elementary buildings Extra-Curricular Assignment. The committee will consist of up to 5 elementary administrators and up to 5 VBEA members. The committee will meet no later than March 2022, and come up with a recommendation no later than June 30, 2022.

\*\*Self-contained Special Education Classroom Teachers receive \$4,000 per year stipend.

Letter of Agreement

Between

Van Buren Public Schools

And

Van Buren Education Association

January 1, 2022-December 31, 2023

The parties agree to the following:

- Upon prior approval from the Superintendent, the District will reimburse certified teachers who wish to pursue an ASD certification for 100% of the tuition cost for successful completion of classes in a certification program. Staff will receive further instructions from the Superintendent or his designee at time of approval. Staff members who are currently pursuing an ASD certification may also apply for this benefit. Staff that attains the ASD certification through this method must commit to working for the District for five (5) years after they have attained the ASD certification. Staff will repay the District the total amount paid for the ASD certification if they leave the District's employment prior to the five (5) year time period or they do not complete the program. The repayment will be made through payroll deduction if possible or other legal proceedings if necessary.
- Paid Child Care Leave- An actively employed teacher who is pregnant or whose spouse is pregnant, or who adopts a child shall, upon request to the Human Resources department, be entitled up to ten (10) consecutive paid days off if they meet the following criteria:
  1. The member must have been employed by the District for two (2) full years.
  2. The leave is requested within the first year of the birth or adoption of the child

Alal M 12/9/2021

VBPS

A. Stusher 12/9/2021

VBEA