

VESTABURG COMMUNITY SCHOOL

Master Agreement

Between

The Vestaburg Board of Education

and

The Vestaburg Education Association



July 1, 2021 – June 30, 2024

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
1	Recognition	3
2	No Strikes	5
3	Association Dues, Service Fees, And Payroll Deductions	6
4	Negotiations Procedure	7
5	Professional Qualifications and Assignments	8
6	Behavior and Disciplinary Procedures	9
7	Professional Improvement	10
8	Association and Teacher Responsibilities	11
9	Association and Teacher Rights	12
10	Board Rights	15
11	Teacher Evaluation	17
12	Teaching Conditions	18
13	Student Discipline and Teacher Protection	22
14	Reduction in Personnel -- Annexation & Consolidation of District	24
15	Professional Grievance Procedure	25
16	Leave of Absence	30
17	Professional Compensation	34
18	Fringe Benefits	37

19	School Improvement	40
20	Mentor Teacher	41
21	Miscellaneous	42
22	AncillaryStaff	43
23	Alternative Education	45
	Schedule A	46
	Schedule B	48
	Schedule C	50
	School Calendar	52
24	Duration of Agreement	54

Commented [WU1]: Update with new dates.....

1 THIS AGREEMENT, entered into this July 1, 2021, by and between the Board of
2 Education of the Vestaburg Community School District, hereinafter called the
3 “Board” and the Vestaburg Education Association, hereinafter called the
4 “Association.”

5
6 PREAMBLE

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

12
13 WHEREAS, the parties have reached certain understandings which they desire to
14 confirm in this Agreement.

15
16 IN CONSIDERATION of the following mutual covenants, it is hereby agreed as
17 follows:

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20 **ARTICLE 1**
21
22 **RECOGNITION**

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

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

39
40 For purposes of Article 1 of the collective bargaining agreement, whether a teacher

1 is an alternative education teacher excluded from the bargaining unit shall be based
2 upon whether the facility where the teacher works is reported to the State of
3 Michigan as an alternative education facility.
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Commented [WU2]: Add in language from the LOA.

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ARTICLE 2

NO STRIKES

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

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3 **ARTICLE 3**

4 **ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS**

5 A. 1. The Board of Education agrees to deduct from the teachers' salaries,
6 annuities* and Blue Cross/Blue Shield or MESSA insurance, as designated
7 by the employee during the twelve (12) months of September through August.

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

11
12 B. 1. Pursuant to Chicago Teachers Union v. Hudson, 106 S Ct 1066 (1986), the
13 Union has established a "Policy Regarding Objections to Political-
14 Ideological Expenditures." That Policy, and the administrative procedures
15 (including the time-table for payment) pursuant thereto, apply only to non-
16 union bargaining unit members. The remedies set forth in that Policy shall
17 be exclusive, and unless and until such procedures, including any
18 administrative or judicial review there, shall have been availed of and
19 exhausted, no dispute, claim or complaint by an objecting bargaining unit
20 member concerning the application and interpretation of this Article shall be
21 subject to the grievance procedure set forth in this Agreement, or any other
22 administrative or judicial procedure. The Michigan Education Association
23 shall provide to all non-members copies of the Association's Policy and
24 Procedures.

25
26 2. The Association agrees to assume the legal defense of any suit or action
27 brought against the Board regarding this Article of the collective agreement.
28 The Association further agrees to indemnify the Board for any costs or
29 damages which may be assessed against the Board as the result of said suit or
30 action.

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ARTICLE 4

NEGOTIATIONS PROCEDURE

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

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ARTICLE 5

PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

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

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ARTICLE 6

BEHAVIOR AND DISCIPLINARY PROCEDURES

- A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board, which are not inconsistent with the provisions of this Agreement.
- B. The Association recognizes that abuses of paid leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior.
- C. Before any meeting is called from which disciplinary action may result, the teacher shall be notified and shall be entitled to have present a representative of the Association. If an Association representative is requested to be present, no longer than two (2) days may lapse before such meeting is held.

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ARTICLE 7

PROFESSIONAL IMPROVEMENT

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

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ARTICLE 8

ASSOCIATION AND TEACHER RESPONSIBILITIES

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

1 **ARTICLE 9**

2 **ASSOCIATION AND TEACHER RIGHTS**

- 3
- 4 A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby
5 agrees that every teacher shall have the right to freely organize, join and support
6 the Association for the purpose of engaging in collective bargaining and other
7 lawful concerted activities for mutual aid and protection. As a duly-elected body
8 exercising governmental power under color of law of the State of Michigan, the
9 Board undertakes and agrees that it will not directly or indirectly encourage,
10 discourage, or deprive or coerce any teacher in the enjoyment of any rights
11 conferred by the Act or other laws of Michigan and the United States; that it will
12 not discriminate against any teacher with respect to hours, wages, or any terms
13 or conditions of employment by reason of his/her membership in the association,
14 his/her participation in any activities of the Association or collective professional
15 negotiations with the Board, or his/her institution of any grievance under this
16 Agreement or otherwise with respect to any term or conditions of employment.
17
- 18 B. Nothing contained herein shall be construed to deny or restrict any teacher rights
19 he/she may have under Michigan General School Laws, or the Constitutions of
20 the United States and the State of Michigan, or other applicable laws and
21 regulations.
22
- 23 C. The Association shall have the right to post notices of its activities and matter of
24 Association concern on lounge bulletin boards in the various school buildings.
25 The Association may use the district mail service and teacher mailboxes for
26 communication to teachers. No teacher shall be prevented from wearing insignia,
27 pins or other identification of membership in the association, either on or off
28 school premises.
29
- 30 D. The Board shall make available to the Association for inspection all public
31 records of the Vestaburg School system. The requests for such information
32 should be in writing stating specifically the information desired. This is not to
33 imply that oral requests will be denied. Official records will be made available
34 at the Office of the Superintendent and will not be removed from the
35 Superintendent's Office. These records will be available between 7:30 AM and
36 4:00 PM, Monday through Friday. Upon reasonable written request, the Board
37 shall furnish copies of financial information to the association. The VEA shall
38 reimburse the Board for all reasonable expenses incurred in providing this
39 information.

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2 E. Teachers shall be entitled to full rights of citizenship as to their private and
3 personal lives. No religious or political activities of any teacher or the lack
4 thereof shall be grounds for any discipline or discrimination with respect to the
5 professional employment of such teacher except when the same shall interfere
6 with effective teaching or bring discredit upon the Vestaburg Community
7 Schools.
8
- 9 F. The provisions of this Agreement and the wages, hours, terms and conditions of
10 employment shall be applied in a manner which is not discriminatory and without
11 regard to race, creed, religion, color, national origin, age, sex, marital status,
12 height, weight, or disability.
13
- 14 G. The Association shall have the right to use the school building facilities, and
15 equipment, including all of those available for teacher use, at reasonable times
16 and intervals for Association meetings before or after regular class hours. Other
17 duplicating equipment and calculating machines may be used with permission of
18 the administration. The Board of Education reserves the right to regulate before
19 and after-hours use of buildings, and in no case are association meetings to
20 interfere with other regularly scheduled activities. The Association shall pay for
21 the cost of all materials and supplies incident to such use.
22
- 23 H. Each bargaining union member can freely choose to become a member of the
24 Association or to not become a member of the Association. Membership is not
25 a condition of employment; an employee cannot and will not be terminated
26 because the employee chooses to not join the Association.
27
- 28 I. An employee who becomes an Association member will be required to pay
29 Association dues. The amounts and regularity of those fees/dues payments to be
30 decided by the Association.
31
- 32 J. Neither the board nor the Association will discriminate against any employee
33 because the employee chooses to become an Association member or chooses not
34 to become an Association member.
35
- 36 K. The Board and the Association will not tolerate harassment or discrimination
37 against any employee who choose to become an Association member or chooses
38 to not become an Association member. An employee determined to have
39 harassed and/or discriminated against a colleague because that colleague chose
40 to become an Association member or chose to not become an Association

1 member will be subject to appropriate corrective/disciplinary action.

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3 L. The district shall provide the Association with the names and contact
4 information) full name, home telephone number, address, position, and building)
5 of all new hires in the bargaining unit within five (5) business days of hire.

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1 **ARTICLE 10**

2 **BOARD RIGHTS**

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

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

- 18 1. Manage and control its business, its equipment, and its operations and the
19 affairs of the Board.
- 20 2. Continue its rights, policies, and practices of assignment and direction of its
21 personnel and scheduling.
- 22 3. Direct the working forces, including the right to hire, promote, transfer and
23 determine the size of the work force.
- 24 4. Determine the services, supplies and equipment necessary to continue its
25 operations.
- 26 5. Adopt rules and regulations, policies.
- 27 6. Determine the qualifications of employees.
- 28 7. Determine the number and location or relocation of its facilities, including the
29 establishment or relocation of new school, buildings, departments and the
30 relocation or closing of offices, departments, buildings or other facilities.
- 31 8. Determine the financial policies, including all accounting procedures.
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1 C. The exercise of the foregoing powers, rights, authority, duties and responsibilities
2 by the Board, the adoption of policies rules, regulations, and practices in
3 furtherance thereof, and the use of judgment and discretion in connection
4 therewith shall be limited only by the terms of this Agreement and then only to
5 the extent such terms thereof are in conformance with the laws of the State of
6 Michigan and the laws of the United States.
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ARTICLE 11
TEACHER EVALUATION

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6 A. Each teacher shall have the right, upon request, to review the contents of
7 his/her own personnel files maintained at the individual school or at the
8 individual school or at the central personnel office. A witness or advisor of
9 the teacher's choice may, at the teacher's request, accompany said teacher in
10 this review. Each teacher's personnel file shall contain the following
11 minimum of information: all teacher evaluation reports, letters of
12 commendation, and required medical information, official transcript of
13 academic records, tenure recommendation, record of voluntary extra-
14 curricular activities, copies of annual contracts, teacher certificate, and record
15 of leave time updated at the end of each semester.
16
17 B. All teacher evaluations will be performed in accordance with the Michigan
18 Tenure Act and the Revised School Code section 1249. Each teacher shall
19 receive a copy of his/her evaluations by Vestaburg's administration at least 15
20 days prior to the end of the calendar school year (June 15th). A copy shall be
21 included in the personnel file.
22
23 C. At the beginning of each school year all teachers will be given a copy of the
24 current teacher evaluation form. If during the course of the school year the
25 form is changed, all teachers will receive a new form immediately.
26
27 D. A complaint regarding a teacher made to the Administration by any parent,
28 student or other person who is considered in evaluating said teacher's
29 performance would be called to his or her attention within two (2) weeks of
30 receipt of said complaint.

31
32 Teachers receiving a rating of effective or Highly Effective on their annual
33 evaluation will be eligible for merit pay. Effective ratings will receive .5%
34 and Highly Effective will receive 1% of the base salary at step 1 of Schedule
35 "A". Teachers rated Minimally Effective or Ineffective will not be eligible
36 for merit pay.
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ARTICLE 12

TEACHING CONDITIONS

A. The Board will provide room and time for consultations and preparation for teachers. All teachers shall be scheduled an amount of preparation time that is as equal as possible. Preparation time will total no less than 250 minutes per week. No block of time less than 10 minutes will count toward the weekly minimum of 250 minutes. The minimum weekly minutes may not be met during shortened weeks due to shortened days, occasional assemblies, testing, professional development or emergencies. In the event the Master Schedule prevents a teacher from receiving a full prep time, as detailed above, administration and the teacher will agree to the schedule. The teacher will be compensated as outlined in Article 17.F.

B. The administration will attempt to secure outside substitutes when necessary. In cases where the services of a substitute cannot be procured, or in cases of emergency, a teacher or non-teaching professional may be required to substitute in another teacher’s classroom during his/her planning period. This shall be done on a rotation basis based on available staff. Administration recognizes that staff planning time is very important and will make every effort to rotate the responsibility of substitute teaching, when the need arises, between all available employees. In the event an elementary art, music, or physical education teacher is absent and no substitute is provided, the classroom teachers involved must be notified prior to the class and required to cover that class period. (See Article 17, D. regarding compensation for subbing on preparation period.)

Commented [WU3]: Based on available staff.

C. Scheduled hours of student instruction which are not held because of conditions not within the control of school authorities such as inclement weather, fires, epidemics, mechanical breakdowns, or health conditions as defined by the city, county or state health authorities, may be rescheduled only at the end of the school year by the Board of Education to insure that there are a minimum of one thousand ninety-eight (1098) hours and a minimum of 180 days of student instruction or hours as required by the department of Education. Teachers will receive their regular pay for days, which are canceled, but shall work on any rescheduled days with no additional compensation.

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2 When schools are closed due to impracticable driving conditions, teachers
3 shall not be required to report or suffer loss of salary for until the district falls
4 below the minimum hours and days required by the State Department of
5 Education. If, after we fail to meet the required number of hours, it becomes
6 necessary that school be made up, both students and teachers with the possible
7 exception of seniors will report, and there will still be the scheduled work time
8 at the end of the school year for teachers.
9

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

11
12 E. Duty day

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14 1. The Board shall have the right to establish the daily duty day for staff
15 and the daily schedule for student instruction (including length of, and
16 the daily starting and ending times for, both the staff duty day and the
17 student instruction day), and may in its discretion from time to time
18 modify same as deemed necessary by the board to best serve the
19 educational interests of students. Provided, however, that the length of
20 the daily duty day for staff and the student instruction day shall not
21 exceed the levels set forth below unless the board shall determine such
22 increase to be necessary in order for the school district to meet legal
23 criteria required to receive full state aid funding:
24

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

26
27 B) Student attendance day: 7 (M.S. & H.S.), 7 hours 5 minutes
28 (Elem.)
29

30 2. The Board shall have the right to establish the instructional format for
31 presentation of instruction at any grade level(s) in order to better
32 accomplish the educational/curricular goals of the school district, and
33 may in its discretion from time to time modify same as deemed
34 necessary by the Board to best serve the educational interests of
35 students. Alternative instructional formats, which may be implemented,
36 shall include, but not be limited to, 'block schedules,' 'seven period'
37 student day and/or such other format(s) as the Board and Association
38 mutually agrees upon.
39

40 F. On Fridays, and days preceding holidays, the teacher may leave after buses

1 have gone.

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3 G. Teachers should plan to make themselves available twice a month for a period
4 not to exceed sixty (60) minutes for teachers' meetings. All teachers are to be
5 present except teachers participating in interscholastic competition or
6 performance. Teachers shall be notified at least two (2) school days prior to
7 the date of the meeting.
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10 H. Duty year

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12 1. The Board shall have the right to establish the number of duty days in
13 the annual duty year for staff, and may in its discretion from time to
14 time modify same as deemed necessary by the Board to best serve the
15 educational interests of students. Provided, however, that the number
16 of student instruction days per duty year shall be no less than the level
17 set forth below unless the board shall determine such increase to be
18 necessary in order of the school district to receive full state aid funding:
19

20 a. 1098 hours of student instruction, or

21
22 b. hours and/or days as required by the Department of Education.
23

24 2. The specific dates of all relevant activities, excluding non-bargainable
25 items as set forth by law, such as the starting date, winter break, and
26 spring break, during each school year shall be as established in the
27 negotiated calendar as set forth in this agreement (subject to any
28 additional days added by the Board pursuant to article 12.H.1 above).
29

30 3. Any increase in the number of student instruction days added to the
31 staff duty year pursuant to article 12.H.1 above, shall be no more than
32 the minimum number of days necessary for the school district to receive
33 full state aid.
34

35 4. Teachers may be required to attend up to two full days or hour's
36 equivalent to two full days (not to extend/include more than three days)
37 in service programs that may be scheduled the week before school
38 begins in August. The schedule of the in service programs will be
39 designated through the calendar process pursuant to article 12.H.2. The
40 Superintendent at his/her discretion may make attendance requirement

1 exceptions. If additional days are requested by administration, the
2 employee will be compensated.

3
4 5. Teachers shall attend two (2) school functions outside the school day
5 with Graduation highly encouraged. Open House and Parent/Teacher
6 conferences are required pursuant to article 12.H.2 above.

7
8 I. During contracted hours, the teachers must receive permission to leave
9 school grounds from their respective building Principal or his/her
10 designated representative.

11
12 J. The Board will continue to provide assistance to elementary teachers in the
13 form of aides provided funds are available.

14
15 K. Reasonable attempts will be made by the administration to balance the size of
16 the classes. Classes will be as small as is possible to meet the educational
17 needs of the students. Reasonable attempts will be made for each individual
18 elementary classroom to receive their own specials time. Teaching versus
19 non-teaching duties will be given priority when determining teaching
20 assignments. If either the Association or the Board believes that the class
21 sizes are unreasonably large, then both parties will meet and mutually agree
22 to a solution.

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ARTICLE 13

STUDENT DISCIPLINE AND TEACHER PROTECTION

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

1. It is recognized that incorporating remedial and/or special education students into the regular classroom is educationally sound. Regular classroom teachers will receive such additional support from special education teachers or specialists as the building administrator shall in his/her discretion decide are appropriate and necessary.

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

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

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

E. Any teacher who is absent because of an injury suffered from a physical assault

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

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

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

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ARTICLE 14

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

A. To the full extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

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

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

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

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

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

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

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

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ARTICLE 15

PROFESSIONAL GRIEVANCE PROCEDURE

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

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

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

B. Level One Grievance Procedure:

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

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

3
4 C. Level Two Grievance Procedure

- 5
6 1. If the grievance is not resolved at Level One and the teacher wishes to pursue
7 it further, he may proceed to Level Two and file a written grievance.
8
9 2. A written grievance must be:
10
11 a. Signed by the grievant.
12
13 b. Specific to the facts of the alleged violation.
14
15 c. Specific to the section or subsection of the Agreement that has been
16 violated.
17
18 d. Specific to the date, time and place of the alleged violation.
19
20 e. Specific as to the relief requested.
21
22 3. Any written grievance not substantially in accordance with the above may be
23 rejected as improper and such rejection shall not extend the time limitation
24 stated.
25
26 4. A written grievance may not be filed any later than ten (10) days after the
27 supervisor's response at Level One.
28
29 5. The written grievance shall be filed with the immediate supervisor, who shall
30 give a written answer within (10) days after receiving it.
31

32 D. Level Three Grievance Procedure:

- 33
34 1. If the grievance is not resolved at Level Two and the teacher wishes to pursue
35 it further, he may proceed to Level Three.
36
37 2. Within ten (10) days of receipt of the supervisor's Level Two answer, the
38 teacher must file a written appeal with the Superintendent.
39
40 3. The written appeal must contain a copy of the grievance and the Level Two

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

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

5
6 E. Level Four Grievance Procedure:

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

31
32 F. Level Five Grievance Procedure:

- 33
34 1. If the grievance is not settled at the preceding step, it may be submitted to
35 binding arbitration. Within ten (10) working days of the receipt of the
36 Superintendent's answer, the party choosing to arbitrate must give written
37 notice to the other party, (setting forth specifically the nature of the dispute to
38 be arbitrated). And take the necessary actions to initiate a case on appeal in
39 accordance with the procedures of the American Arbitration Association.
40
2. The arbitrator to be assigned to the case shall be selected in accordance with

1 the procedures of the American Arbitration Association.

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

1
2 h. He shall have no power or authority to award any monetary adjustment
3 retroactively to a date earlier than the alleged violation.
4

5 i. Both parties agree to be bound by the decision of the arbitrator and agree
6 that either party may enter judgment thereon in any court of competent
7 jurisdiction. However, either party may seek judicial relief in the event
8 that the arbitrator exceeds his express authority in violation of the terms
9 of this article.
10

11 7. No decision in one case shall serve as a precedent in any other case.
12

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

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

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

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

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

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

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

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ARTICLE 16

LEAVE OF ABSENCE

A. Paid leaves of absence

Every regularly-employed, full-time teacher excluding those on leave of absence, shall be granted leave with pay of up to fourteen (14) days. Any day not used by the employee shall accumulate from year to year to a maximum of 150 days. Employees with 20 years of service to the district and decide to retire will be eligible for the leave time buyback program as outlined in Article 17.G.

1. Paid leave may be used for any purpose and only as limited by A. 2. below, including illness, injury, or disability in immediate family (spouse, mother, father, brother, sister, children, grandchildren, step-children or those living in the same household) [for a maximum of twenty (20) days.] A maximum of five (5) days per year may be used for illness, injury, or disability of other family members. No more than three (3) paid days may be used in a row without the written approval of the Superintendent.
2. Paid leave shall not be used for seeking other employment. Paid leave shall not be used on the opening day of school, the closing day of school, or the day before or the day after any scheduled day off for staff (excluding weekends unless it is explicitly approved by the Superintendent of Schools).

No more than three (3) paid days may be used in a row without the written approval of the Superintendent with the exception of bereavement time at which time the employee will receive time as expressed in 3e.

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

3. Leaves of absence with full pay not chargeable against the teacher's

1 paid leave shall be granted for the following reasons:
2

- 3 a. Absence when a teacher is called for jury service or when
4 subpoenaed as a witness at any judicial or administrative
5 proceeding. Concerning jury duty and subpoenaed witness duty,
6 the teacher shall forfeit to the board the money paid solely for jury
7 duty and subpoenaed witness duty, not including mileage. The
8 Board retains the right to ask the court to excuse an impaneled jury
9 member.
- 10 b. Approved visitation of other schools.
- 11 c. Time necessary to take the selective service physical
12 examination.
- 13 d. When attending any function when so directed by the
14 administration.
- 15 e. Bereavement: Utilization of such leave shall be for the purpose
16 of attending the funeral or making funeral arrangements in the
17 case of death in the immediate family (spouse, mother, father,
18 mother-in-law, father-in-law, brother, sister, children, step-
19 children, grandparents, grandchildren, step-grandchildren, and
20 spouses of children or those living in the same household). This
21 leave shall be for a maximum of five (5) days per occurrence
22 unless written approval of the Superintendent is received. Three
23 (3) days will not be charged against paid leave. Additional
24 approved days will be charged to accumulated leave time. Any
25 time above five (5) days must be approved by the
26 Superintendent.

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32 4. At the beginning of the school year, the Association shall be credited with five
33 (5) days of business leave to be used by a teacher who is an officer or
34 representative of the Association. The day shall be scheduled as early as
35 possible by mutual agreement with the principal. The Association agrees to
36 notify the Board in writing no less than forty-eight (48) hours in advance of
37 the requested date. The Association shall reimburse the Board for the cost of
38 the substitute.

39
40 B. Unpaid leaves of absence

1
2 Any teacher who is not qualified for a paid leave under the terms of this article
3 may request an unpaid leave of absence. Qualifying Military and health leave
4 requests shall be granted. All other unpaid leaves shall be at the discretion of
5 the board and may be granted for any reason, subject to the following
6 limitations and requirements:
7

- 8 1. A written request must be received by the Board not less than ninety
9 (90) calendar days prior to the requested commencement of the leave.
10 Waiver of this provision shall be at the sole discretion of the Board.
- 11 2. All requests shall state the reason for the leave, the requested
12 commencement date, the length of the leave, and if applicable, the
13 benefit to the teacher and school.
14
- 15 3. The commencement and termination dates (except as limited in
16 sections d and e of this article) of leaves based upon illness, injury or
17 disability (including disability from pregnancy) shall be based upon the
18 teacher's ability to perform the work normally assigned to him/her. In
19 cases of dispute, a doctor will make the determination mutually
20 agreeable to the association and the Board.
21
- 22 4. Leaves shall be for no more than one (1) year.
23
- 24 5. Leaves may be extended at the discretion of the Board for no more than
25 one (1) additional year. Requests for an extension must be filed with
26 the Board no later than ninety (90) days prior to the termination of the
27 original leave. Waiver of this provision shall be at the sole discretion
28 of the Board.
29
- 30 6. A teacher on an unpaid leave shall retain accumulated seniority, but
31 shall not accrue additional seniority while on leave; and shall not be
32 entitled to any compensation or benefits under the contract. A teacher
33 who completes more than 50% of the class days in any school year shall
34 receive credit for that year as it applies to placement on the salary
35 schedule.
36

37 C. Family Medical Leave Act:

- 38 1. To the extent provided by the Family and Medical Leave Act (FMLA),
39 an eligible bargaining unit member shall be granted leave and other
40 rights specified by that law. When leave is taken by an eligible

1 bargaining unit member under the FMLA, the Board shall likewise
2 enjoy all rights and prerogatives afforded it by that law, whether or
3 not the same are specifically enumerated in this Agreement. The
4 parties intend that these provisions of the FMLA, including Board and
5 bargaining unit member rights and responsibilities shall prevail over
6 the terms of this Agreement to the extent of any conflict or
7 inconsistency.
8

- 9 2. Paid leave available to the teacher under the terms of this Agreement
10 and used by the teacher for the same purposes as the FMLA, will be
11 counted as part of the leave time available and used under the FMLA
12 leave. FMLA leave may be taken on an intermittent or reduced
13 schedule when medically necessary according to the provisions of
14 Section 102 (b) of the FMLA.
15

16 D. Miscellaneous conditions
17
18

- 19 1. The Superintendent for good reason may require a teacher to submit to
20 a physical or mental examination by a doctor mutually selected by the
21 Superintendent and the teacher or the teacher's designee. Such
22 examination shall be conducted during the teacher's normal workday
23 without loss of pay. The Board shall pay the cost of such examination
24 and associated testing.
25
26 2. Any member that is on paid leave may be required to complete
27 identified duties such as but not limited to, lesson plans and Individual
28 Educational Plans, as identified and agreed upon with administration.
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Commented [WU4]: Paid leave

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ARTICLE 17

PROFESSIONAL COMPENSATION

- A. The salaries and extra-pay benefits of employees represented by this Association are set forth in Schedule A, Schedule B and Schedule C respectively.
- B. Pay options are as follows:
 - 2. Twenty four (24) equal pays from September until August;
 - 3. Twenty four (24) pays with a lump sum by the end of June;
 - 4. Nineteen (19) equal pays through each teaching year.
- C. Library: during the last two student days of the school year, library materials may not be checked out. The Media Centers will remain open for teachers needing to bring in classes for research through the last student day.
- D. Any teacher or non-teaching professional who substitutes in another classroom or for another teacher, non-teaching professional or principal during their preparation period in the current school year will be credited with one (1) additional day of paid leave, as provided in Article 17, Section D.1. for each three hundred (300) minutes of substituting. Elementary teachers who substitute during their “specials time” (examples: art, music, P.E., technology) will be credited for minutes substituted towards the three hundred (300) minutes. A teacher or non-teaching professional may choose from the following:
 - 1. Turn the 300 earned minutes into a paid leave day at the time the minutes are earned, or
 - 2. On or before the 2nd Friday in May the staff person needs to determine whether accrued time will be converted to paid leave time by written request or via e-mail to central office. If no written request is made any minutes accrued will be paid at a rate of:
 - 2021-2022 - \$26.00/hr
 - 2022-2023 - \$26.50/hr
 - 2024-2024 - \$27.00/hr
- E. Graduate hours that are necessary to qualify for the MA/BA +40 graduate-

Commented [WU5]: Need to clean this up and make sure it is accurate.

1 hour scale and the MA + 20 graduate-hour scale found in Schedule A must be
2 validated by a transcript of credit, and presented to the business office no later
3 than the end of the teacher's first working day. Transcripts of credit must be
4 submitted before the start of the second semester to receive a pro-rated salary
5 increase.

6
7 E. Any teacher agreeing to teach with no or reduced prep time as discussed in
8 Article 12.A shall agree with administration on the number of minutes to be
9 paid and shall be paid according to the following formula. (Rounded to the
10 nearest cent each step.)

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

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

13
14 Per minute rate X minutes to be paid = cost per day

15
16 Cost per Day X # of days = Contracted amount for teaching with no or
17 reduced prep time

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23 G. Any member of the bargaining unit with 20 years or more of service to the
24 district that retires will qualify for the following leave time buyback:

25
26 **Step 1:** Members with 75-100 days will receive \$20 a day. Maximum
27 amount \$2000

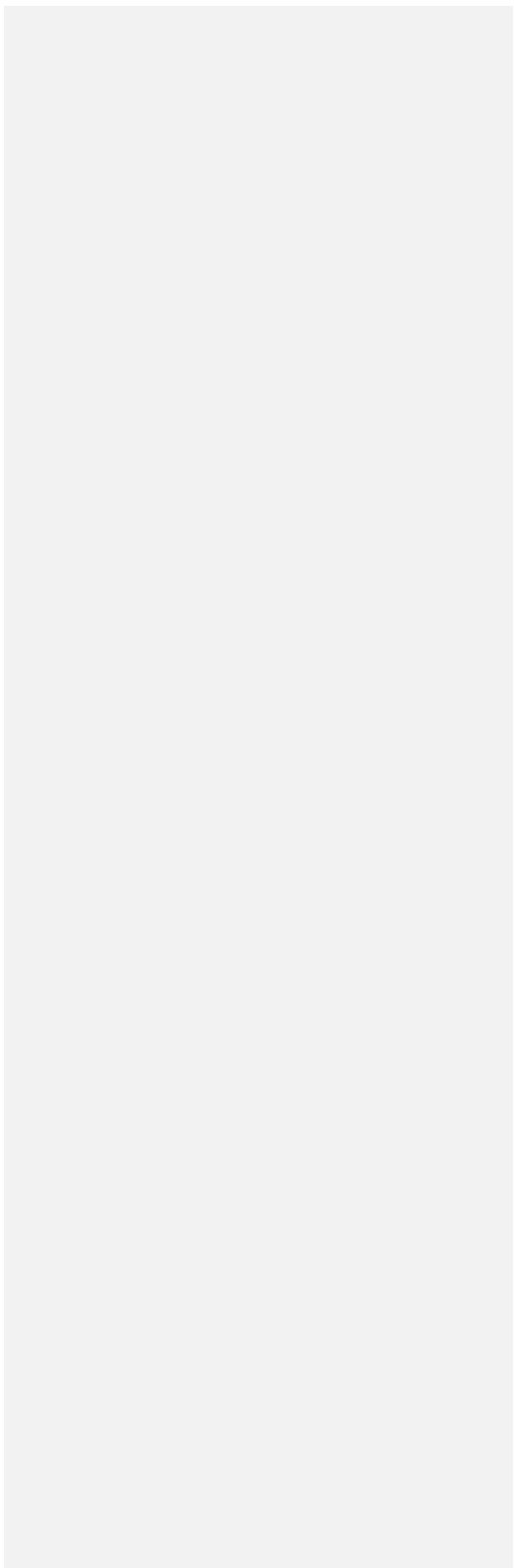
28 **Step 2:** Members with 101-125 days will receive, step one plus \$30
29 a day for additional days 101-125. Maximum amount:
30 \$2750

31 **Step 3:** Members with 126-150 days will receive step one and step
32 two plus \$40 a day for additional days 126-150. Maximum
33 amount: \$3750

34
35
36 H. Any member that notifies the district of retirement prior to January 1st of the
37 year they are retiring will be eligible for an \$800 stipend upon finalizing
38 their retirement. Any member that notifies the district of retirement prior to
39 March 1st of the year they are retiring will be eligible for a \$400 stipend
40 upon finalizing their retirement. Mid-year retirements will have to notify

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the district at least 6 months in advance to be eligible for the \$800 stipend and 4 months in advance to be eligible for the \$400 stipend.



1 **ARTICLE 18**

2
3 **FRINGE BENEFITS**

4
A.5 The Board shall pay the maximum payment permitted by Section 3 of the Publicly
6 Funded Health Insurance Contribution Act annual amounts toward the cost of the
7 medical premium of one of the MESSA ~~PAKs~~ Plans (A, C, or D) described in
8 Section B below each plan year for bargaining unit members electing medical
9 insurance and his/her eligible dependents as defined by MESSA.

10
11 The annual Board paid amounts shall adjust annually beginning on January 1 of each
12 plan year, to the maximum payment permitted by Section 3 of the Publicly Funded
13 Health Insurance Contribution Act.

14
15 The remaining annual cost for the member’s elected medical plan premiums shall be
16 paid by the member.

17
18 The member’s premium contribution will be payroll deducted, in equal bi-monthly
19 amounts from the member’s paycheck through a qualified Section 125 Plan and, as
20 such, will not be subject to withholding. The Board’s “qualified Section 125 Plan”
21 shall include any and all of the provisions necessary for pre-tax contributions to the
22 member’s HSA accounts administered through Health Equity (HEQ).

23
24 Members may contribute, through payroll deduction, money towards their HEQ
25 HSA up to the maximum allowed by Federal law.

26
27 All other non-medical MESSA Ancillary benefits described below shall be fully paid
28 by the Board and provided to all members in the bargaining unit.

29
30
31 B. MESSA medical plan options:

32
33 Plan A: MESSA Choices II \$500/\$1000 in Network Deductible
34 \$20 Office Visit; \$25 Urgent Care; \$50 ER Services
35 Saver Rx
36 10% Co-Insurance

37
38 Plan C: MESSA Choices II \$500/\$1000 in Network Deductible
39 \$10 Office Visit; \$25 Urgent Care; \$50 ER Services
40 Saver Rx
41

1 Plan D: MESSA ABC Plan 1 \$1400/\$2800 in Network Deductible
2 ABC Rx

3
4 Each Plan above also includes the MESSA Ancillary non-medical benefits
5 described below for Plan B. Bargaining unit members choosing MESSA Plan
6 A, C, or D will also receive the benefits included in MESSA Plan B and the
7 cost will be paid by the Board.
8

9 Plan B: MESSA/Delta Dental: 100/75/75; \$1500 Ortho
10 MESSA/Vision Service Plan: Preferred
11 MESSA Life Insurance: \$35,000 Life with AD&D
12 MESSA LTD:
13 Benefit: 60% Max \$3,500
14 Max. Monthly Salary: \$5,833
15 Waiting Period: 120 Calendar Days Modified Fill
16 Alcohol/Drug: Same as any other illness
17 Mental/Nervous: Same as any other illness
18 Social Security Offset/SS Freeze: Family/Yes
19 Pre-existing Condition: Waived
20 COLA: No
21

22 Bargaining unit members not electing MESSA Plan A, C, or D shall receive Plan B
23 benefits. The Board will also contribute the following dollar amounts each month
24 toward the purchase of any MESSA tax-exempt variable and/or fixed options, or
25 MEA Financial Services IRS approved tax-deferred annuities. Members may also
26 choose cash in lieu in the amount of \$400. If choosing cash in lieu, members will be
27 paid in equal installments over the number of pays that they receive.
28

29 Both parties understand that in the event the minimum deductible necessary for a
30 medical plan to comply with HSA eligibility is increased beyond the current
31 deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to
32 meet the federal minimum requirement.
33

34 C. Those teachers who work at least one-half (1/2) time will receive prorated
35 health insurance benefits.
36

37 D. All claims submitted are subject to the terms set forth by the various insurance
38 administrators and underwriters. As such any claims/disputes are, therefore, not
39 subject to the grievance procedure.
40

1 Eligible employees as set forth herein are responsible for the completion of
2 all necessary enrollment forms and for fulfilling any requirements established
3 by the insurance administrators or underwriters.
4

5 The Board shall be responsible for providing insurance information including
6 applications and claim materials and be responsible for transmitting the
7 applications to the insurance company or MESSA in a timely manner.
8

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

16 Where the Board employs both spouses, the Board shall not be obligated to
17 provide dual health insurance coverage. Where the Board employs both
18 spouses, one employee must elect Plan B of the MESSA Plans.
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ARTICLE 19

SCHOOL IMPROVEMENT

- A. The Board, Administration, teachers and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.
- B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.
- C. To the extent any proposed element of the District’s school improvement plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiation at the request of the Board. Any amendments to the agreement will be subject to ratification by the parties.

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ARTICLE 20

MENTOR TEACHER

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

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

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

- 1. 1st year mentee: \$280/mentee per year.
- 2. 2nd year mentee: \$220/mentee per year.
- 3. 3rd year mentee: \$200/mentee per year.
- 4. 4th year mentee: \$200/mentee per year.
- 5. 5th year mentee: \$200/mentee per year.

ARTICLE 21

MISCELLANEOUS

A. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understanding or practices will be recognized in the future unless committed to writing and signed by the parties as supplement to this Agreement.

B. Copies of this Agreement shall be provided to all teachers.

If any provision or application of this Agreement shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force.

ARTICLE 22

Ancillary Staff Discipline, Rights, Assignment, Evaluation, Unpaid Leave, Vacancy, and Staff Reduction

Social worker, non-teaching guidance counselor, speech pathologist, and media specialist are not tenure teachers subject to the Michigan Teacher Tenure Act. Therefore, these ancillary staff members will have the following rights:

No disciplinary action shall be taken upon any complaint directed toward the ancillary staff member, nor shall any notice thereof be included in the ancillary staff's personnel file or evaluation, unless the matter with the name of the complainant is reported in writing within two calendar weeks. If the complaint involves an activity prohibited by law the Board may delay its report until an investigation is completed; if it is believed that making the report will jeopardize the investigation.

No ancillary staff member shall be disciplined or reprimanded arbitrarily or capriciously, nor shall they be reduced in compensation without just cause. All information forming the basis for disciplinary action (place, approximate date and time, and circumstances) will be made available to the ancillary staff member and Association. Names of the complainant(s) will also be given if needed to defend against the allegation(s) the disciplinary action is based upon.

Ancillary staff members shall, upon commencement of employment, be required to serve a probationary period for their first five (5) years of employment with the Board. Ancillary staff hired by the Board as a result of decentralization of services provided by the Montcalm Area Intermediate School District shall not be required to serve the mentioned probationary period, provided the ancillary staff member was employed by the Montcalm Area Intermediate School District at least five (5) years.

Just cause provisions shall not apply during the probationary period.

Evaluations will be completed by June 15 of each year.

Perceived problems and means for improvement will be discussed so the ancillary staff member will be aware of administration expectations.

If there is a further problem with the evaluation, the ancillary staff member may ask the Association to represent him or her.

A copy of any report/evaluation will be provided to the ancillary staff member within twenty (20) school days. If a problem is referred to in the report, the suggested solution will also be included and will be discussed with the ancillary staff member. The evaluator and ancillary staff member will sign the report and a space will be provided for the ancillary staff member to add comments, if there is disagreement on the report.

Evaluations are to be used to appraise ancillary staff about their performance. Evaluations may offer constructive criticism to address problem areas or concerns and to give praise for positive attributes. Evaluations shall not be used to impose disciplinary action. No reference to previous disciplinary action shall be included unless there continues to be concern regarding the problem(s) addressed by the discipline or the previous disciplinary action occurred during the same school year as the evaluation.

In cases of unpaid leaves of absence, reinstatement ancillary shall be to the staff member's former position or to a similar position which is vacant.

In filling vacancies in teaching, ancillary staff and administrative positions the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time that each has been employed by the school district, and other relevant factors. An attempt will be made to fill vacant positions from within the current ancillary staff before any external postings.

Notices of layoff shall be issued fifteen (15) calendar days prior to the effective date or layoff.

If social worker, non-teaching guidance counselor, speech pathologist, and media specialist obtain tenure as a classroom teacher, the ancillary staff member shall be subject to the provisions under the Michigan Teacher Tenure Act and are subject to limitations set forth under the collective bargaining agreement.

ARTICLE 23
Alternative Education

Staff members that are hired, as Alternative Education employees are not recognized as members of the bargaining unit and are excluded from this agreement.

Any staff member that is assigned to the traditional Vestaburg Community School program or building for more than 50% of their assignment may not be assigned to the alternative program without consent. Any such assignment must be voluntary and agreed upon by both parties. Teachers who agree to such assignment, may choose to continue as a member of the Vestaburg Education Association bargaining unit and maintain all rights associated with the current bargaining agreement including seniority, benefits, and salary. A letter of agreement will be signed and reviewed each year by the Association, Employee, and District.

Schedule A

- A reopener may be requested if/when the fund equity is below 6%.
-

Base Salary at BA Level for 2021-2022			\$35,960			3% increase over 2020-21			
Schedule A 2021-2022									
Plus, \$500 OFF Schedule Bonus on 1 st Pay in September 2021									
Step	BA/BS			MA or BA + 40			MA + 20		
	Index			Index			Index		
1		1.0000	35,960		1.0650	38,298		1.0800	38,837
2	0.040	1.0400	37,399	0.050	1.1150	40,096	0.050	1.1300	40,635
3	0.040	1.0800	38,837	0.050	1.1650	41,894	0.050	1.1800	42,433
4	0.040	1.1200	40,276	0.050	1.2150	43,692	0.050	1.2300	44,231
5	0.050	1.1700	42,074	0.060	1.2750	45,849	0.060	1.2900	46,389
6	0.050	1.2200	43,872	0.060	1.3350	48,007	0.060	1.3500	48,546
7	0.050	1.2700	45,670	0.060	1.3950	50,165	0.060	1.4100	50,704
8	0.050	1.3200	47,468	0.060	1.4550	52,322	0.060	1.4700	52,862
9	0.060	1.3800	49,625	0.070	1.5250	54,839	0.070	1.5400	55,379
10	0.060	1.4400	51,783	0.070	1.5950	57,357	0.070	1.6100	57,896
11	0.060	1.5000	53,940	0.070	1.6650	59,874	0.070	1.6800	60,413
12	0.060	1.5600	56,098	0.070	1.7350	62,391	0.070	1.7500	62,930
Longevity									
16 *	0.03	1.5900	57,177	0.03	1.7650	63,470	0.03	1.7800	64,009
21 **	0.03	1.6200	58,256	0.03	1.7950	64,549	0.03	1.8100	65,088
26 ***	0.03	1.6500	59,334	0.03	1.8250	65,627	0.03	1.8400	66,167

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

Base Salary at BA Level for 2022-2023

\$36,680

2% increase over 2021-22

Schedule A 2022-2023

Plus, \$500 OFF Schedule Bonus on 1st Pay in September 2022

Step	BA/BS		MA or BA + 40			MA + 20			
	Index		Index			Index			
1		1.0000	36,680		1.0650	39,065		1.0800	39,615
2	0.040	1.0400	38,148	0.050	1.1150	40,899	0.050	1.1300	41,449
3	0.040	1.0800	39,615	0.050	1.1650	42,733	0.050	1.1800	43,283
4	0.040	1.1200	41,082	0.050	1.2150	44,567	0.050	1.2300	45,117
5	0.050	1.1700	42,916	0.060	1.2750	46,767	0.060	1.2900	47,318
6	0.050	1.2200	44,750	0.060	1.3350	48,968	0.060	1.3500	49,518
7	0.050	1.2700	46,584	0.060	1.3950	51,169	0.060	1.4100	51,719
8	0.050	1.3200	48,418	0.060	1.4550	53,370	0.060	1.4700	53,920
9	0.060	1.3800	50,619	0.070	1.5250	55,937	0.070	1.5400	56,488
10	0.060	1.4400	52,820	0.070	1.5950	58,505	0.070	1.6100	59,055
11	0.060	1.5000	55,020	0.070	1.6650	61,073	0.070	1.6800	61,623
12	0.060	1.5600	57,221	0.070	1.7350	63,640	0.070	1.7500	64,190
Longevity									
16 *	0.03	1.5900	58,322	0.03	1.7650	64,741	0.03	1.7800	65,291
21 **	0.03	1.6200	59,422	0.03	1.7950	65,841	0.03	1.8100	66,391
26 ***	0.03	1.6500	60,522	0.03	1.8250	66,941	0.03	1.8400	67,492

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

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

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

Base Salary at BA Level for 2023-2024

\$37,414

2% increase over 2022-23

Schedule A 2023-2024

Step	BA/BS		MA or BA + 40			MA + 20			
	Index		Index			Index			
1	1.0000	37,414	1.0650	39,846	1.0800	40,408			
2	0.040	1.0400	38,911	0.050	1.1150	41,717	0.050	1.1300	42,278
3	0.040	1.0800	40,408	0.050	1.1650	43,588	0.050	1.1800	44,149
4	0.040	1.1200	41,904	0.050	1.2150	45,459	0.050	1.2300	46,020
5	0.050	1.1700	43,775	0.060	1.2750	47,703	0.060	1.2900	48,265
6	0.050	1.2200	45,646	0.060	1.3350	49,948	0.060	1.3500	50,509
7	0.050	1.2700	47,516	0.060	1.3950	52,193	0.060	1.4100	52,754
8	0.050	1.3200	49,387	0.060	1.4550	54,438	0.060	1.4700	54,999
9	0.060	1.3800	51,632	0.070	1.5250	57,057	0.070	1.5400	57,618
10	0.060	1.4400	53,877	0.070	1.5950	59,676	0.070	1.6100	60,237
11	0.060	1.5000	56,121	0.070	1.6650	62,295	0.070	1.6800	62,856
12	0.060	1.5600	58,366	0.070	1.7350	64,914	0.070	1.7500	65,475
Longevity									
16 *	0.03	1.5900	59,489	0.03	1.7650	66,036	0.03	1.7800	66,597
21 **	0.03	1.6200	60,611	0.03	1.7950	67,159	0.03	1.8100	67,720
26 ***	0.03	1.6500	61,734	0.03	1.8250	68,281	0.03	1.8400	68,842

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

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

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

SCHEDULE B – EXTRA PAY ALLOWANCES

(All Schedule B % will be based on BA and the steps based on years.)

Baseball

Head	9%
Junior Varsity	6%

Basketball

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

Cheerleading

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

Cross Country

.....	4%
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Football

Head	9%
Assistant	6%
Junior Varsity	6%

Golf

.....	6%
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Softball

Varsity	9%
Junior Varsity	6%

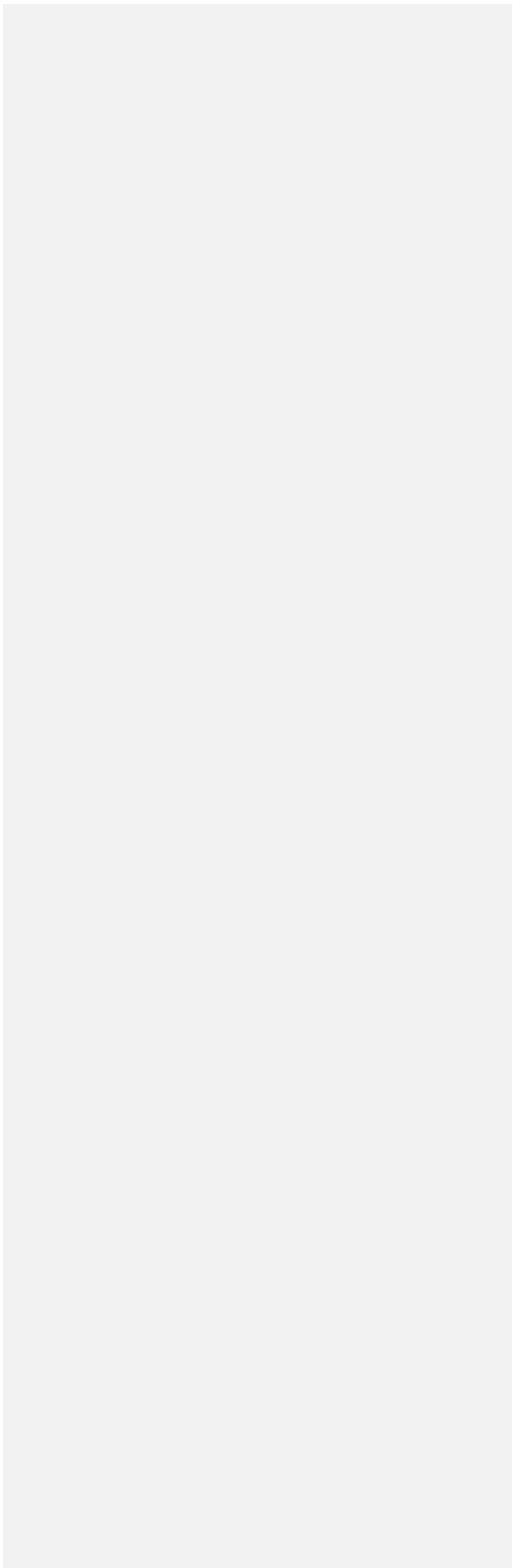
Track

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

Volleyball

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

Wrestling.....9%



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

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

National Honor Society..... 4%

Yearbook 4%
 (This position will not be paid if it is taught as a class during the school day.)
 Middle School Yearbook 1%
 Update..... 2%

Class Advisors..... (14%)

A High School Class Advisory Committee will be formed and will consist of up to 8 members. A total percentage of 14% will be split equally among the members (up to 8 as agreed upon with Administration).

Guidance:3% (If required and/or approved by administration)

MSAC Teams
 Quiz Bowl.....2%
 Model UN.....2%
 Language Arts..... 2%
 Talent Review..... 1%
 Art Review..... 1%
 Technology Team..... 2%
 Forensics..... 1%
 Science Olympiad.....2%

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

Gifted and Talented.....2%
 Foreign Language Club.....2%
 Close Up.....2%

Band Director.....3%
(Summer Stipend \$675)

Broadcasting..... 3% (1% per season for Fall, Winter,
Spring)

Math Counts.....1%

Robotics Mentor.....\$1500 (based on grant funding and subject to
grant changes).

Safety Patrol.....1%

Online Instruction/Mentoring:

Teachers will be paid \$250.00 per student per course per semester for the first
course the student signs up for and \$150.00 for each subsequent course per student
per semester. This is for assignments outside of their daily class schedule.

All other duties not designated in the contract or by a contract with the individual
will be paid at a rate of \$30.00/hr.

Vestaburg Community Schools 2021-2022 Calendar

*All Times & Dates are Subject to change according to Health Orders and Guidelines.

August	9-18	Teacher Workday (Must sign in for 6 hours)
	18	PreK-12 Professional Development Day 12:30 PM – 3:00 PM (includes Support Staff)
	18	K-12 Open House - 4:30 PM - 6:30 PM (Teacher Attendance Required)
	19	PreK-12 Professional Development Day 8:00 AM – 3:00 PM (includes Support Staff)
	23	11 AM Release (½ Day) First Day for K-12 Students ~ Teacher Work Day in PM
	24-27	Full Days for Students
September	30-31	Full-Day for Students
	31	Pre-School Open House -TBD
	1	11 AM Release (½ Day) ~ PD 11:30 AM – 1:00 PM
	2-3	No School
	6	Labor Day ~ No School
October	7	First Day for Pre-School Students
	15	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
	6	Staff Meeting 3:10-4:10 PM
	13	1 PM Release PreK-12 Parent-Teacher Conferences 1:30-4:30 PM & 5:30-7:30 PM (IN PERSON)
	14	1 PM Release PreK-12 Parent-Teacher Conferences 1:30-5:30 PM (VIRTUAL)
November	15	No School
	20	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
	3	Staff Meeting 3:10-4:10 PM
	17	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
	24	1 PM Release ~ Students & Staff released at 1:00 PM
December	25-26	Thanksgiving Break
	1	Staff Meeting 3:10-4:10 PM
	15-16	MS/HS Exams
	17	1 PM Release ~ Teacher Work Day 1-3 PM 1 PM Release ~ Exam Make-ups ~ Students & Staff released at 1:00 PM End of 1 st Semester Winter Break (December 18, 2021 to January 2, 2022)
January	3	Classes Resume
	5	Staff Meeting 3:10-4:10 PM
	19	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
February	2	Staff Meeting 3:10-4:10 PM
	16	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
March	2	Staff Meeting 3:10-4:10 PM
	16	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
	17-18	Pre-School Parent-Teacher Conferences
	25	1:00 PM Release Staff and Students

March 28-April 1 Spring Break - Friday, March 25 1:00 PM Release Staff and Students

April	4	Classes Resume
	6	Staff Meeting 3:10-4:10 PM
	12	1 PM Release ~ PSAT/SAT Testing in AM
	12	Kindergarten Round-up
	15	Good Friday - No School
	18	No School (possible Make up day TBD by March 25, 2022)
	20	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
May	4	Staff Meeting 3:10-4:10 PM
	6	1 PM Release ~ Elementary Carnival 6:00-8:00 PM
	18	1 PM Release ~ PD 1-3:30 PM Staff Meeting 3:30-4:10 PM
	19	Senior Night 6:30 PM
	20	Last Day for Seniors
	30	Memorial Day ~ No School
June	2	1 PM Release ~ MS/HS Exams Teacher Work Day 1-3 PM
	3	1 PM Release ~ MS/HS Exams End of 2 nd Semester Teacher Work Day 1-3 PM
	5	Graduation 2:00 PM
	6-10	Possible Make-Up Days

ARTICLE 24

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2021, and shall continue in effect until the thirtieth day of June 2024. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Vestaburg Education Association

By _____
President

By _____

By _____

Vestaburg Board of Education

By _____
President

By _____
Secretary

By _____
Treasurer

By _____
Vice President

By _____
Superintendent