

# **VESTABURG COMMUNITY SCHOOL**

**Master Agreement**

**Between**

**The Vestaburg Board of Education**

**and**

**The Vestaburg Education Association**



**July 1, 2016 - June30, 2018**

## TABLE OF CONTENTS

<u>ARTICLE</u>	<u>SUBJECT MATTER</u>	<u>PAGE</u>
1	<b>Recognition</b>	3
2	<b>No Strikes</b>	4
3	<b>Association Dues, Service Fees, And Payroll Deductions</b>	5
4	<b>Negotiations Procedure</b>	6
5	<b>Professional Qualifications and Assignments</b>	7
6	<b>Behavior and Disciplinary Procedures</b>	8
7	<b>Professional Improvement</b>	9
8	<b>Association and Teacher Responsibilities</b>	10
9	<b>Association and Teacher Rights</b>	11
10	<b>Board Rights</b>	14
11	<b>Teacher Evaluation</b>	16
12	<b>Teaching Conditions</b>	17
13	<b>Student Discipline and Teacher Protection</b>	21
14	<b>Reduction in Personnel -- Annexation &amp; Consolidation of District</b>	23
15	<b>Professional Grievance Procedure</b>	24
16	<b>Leave of Absence</b>	30
17	<b>Professional Compensation</b>	34
18	<b>Fringe Benefits</b>	36

19	<b>School Improvement</b>	38
20	<b>Mentor Teacher</b>	39
21	<b>Miscellaneous</b>	40
	<b>Schedule A</b>	41
	<b>Schedule B</b>	42
	<b>Schedule C</b>	44
	<b>School Calendar</b>	46
22	<b>Duration of Agreement</b>	48
	<b>Letter of Understanding</b>	49

1 THIS AGREEMENT, entered into this July 1, 2016, by and between the Board of  
2 Education of the Vestaburg Community School District, hereinafter called the  
3 “Board” and the Vestaburg Education Association, hereinafter called the  
4 “Association.”

5  
6 **PREAMBLE**

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

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

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

19 **ARTICLE 1**

20  
21 **RECOGNITION**

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

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

**ARTICLE 2**

**NO STRIKES**

1  
2  
3  
4  
5 The Association recognizes that strikes (as defined by Section I of Public Act 336  
6 of 1947, as amended, of Michigan) by teachers are contrary to law and public policy.  
7 The Board and the association subscribe to the principle that differences shall be  
8 resolved by appropriate and peaceful means in keeping with the high standards of  
9 the profession, without interruption of the school program. Accordingly, the  
10 Association agrees during the term of this Agreement it shall not direct, instigate,  
11 participate in, encourage or support any strike against the Board by any teacher or  
12 group of teachers.  
13  
14

**ARTICLE 3**

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

1  
2  
3  
4  
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.

**ARTICLE 4**

**NEGOTIATIONS PROCEDURE**

- 1  
2  
3  
4  
5 A. If either party desires to negotiate a new contract, it shall notify the other party in  
6 writing no less than ninety (90) days prior to the current contract expiration date.  
7  
8 B. Upon notification, the parties will establish a mutually agreeable date, prior to  
9 June 15, to meet and begin negotiations.  
10  
11 C. Both parties shall have the right to select the members of their  
12 negotiation/bargaining teams. It is understood and agreed that both  
13 negotiating/bargaining teams shall come to the table with full powers and  
14 authority to make proposals, consider proposals and enter into concessions and  
15 compromises, subject only to the final ratification of the contract by the Board of  
16 Education and the members of the Association.  
17

**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.



**ARTICLE 6**

**BEHAVIOR AND DISCIPLINARY PROCEDURES**

- 1  
2  
3  
4  
5 A. Teachers are expected to comply with rules, regulations, and directions adopted  
6 by the Board, which are not inconsistent with the provisions of this Agreement.  
7  
8 B. The Association recognizes that abuses of paid leave or other leaves, chronic  
9 tardiness or absence, willful deficiencies in professional performance, or other  
10 violations of discipline by a teacher reflect adversely upon the teaching  
11 profession and creates undesirable conditions in the school building. The  
12 Association will use its best efforts to correct breaches of professional behavior.  
13  
14 C. Before any meeting is called from which disciplinary action may result, the  
15 teacher shall be notified and shall be entitled to have present a representative of  
16 the Association. If an Association representative is requested to be present, no  
17 longer than two (2) days may lapse before such meeting is held.  
18

**ARTICLE 7**

**PROFESSIONAL IMPROVEMENT**

1  
2  
3  
4  
5 The Board of Education or their designee shall approve any attendance of teachers  
6 to conferences. Visitations to other schools and programs shall be considered a  
7 conference. If approved, the Board will reimburse expenses for such conferences.  
8 Provided, however, that in the event that the teacher(s) approved to attend a  
9 conference at Board expense shall fail to attend such conference, all expenses  
10 incurred by the Board which cannot be recovered from the organization sponsoring  
11 the conference shall be charged as a set-off against the teacher(s) salary, except, that  
12 the Superintendent of Schools may in his sole discretion waive such set-off if the  
13 teacher(s) present satisfactory evidence of a compelling reason why he/she could not  
14 attend (or timely cancel so that the full expenses of the conference could be  
15 recovered).  
16

**ARTICLE 8**

**ASSOCIATION AND TEACHER RESPONSIBILITIES**

- 1  
2  
3  
4  
5 A. Teachers are responsible for maintaining a continuous high level of professional  
6 proficiency, to plan adequately and made conscientious efforts to meet, if  
7 necessary, with children, parents and/or administrators.  
8  
9 B. Teachers must recognize that their responsibility to students and their profession  
10 may require the performance of duties that involve the expenditure of time  
11 beyond the normal working day.  
12  
13 C. No teacher on continuing tenure shall discontinue service with the Board except  
14 by mutual consent, without giving a written notice to said Board at least sixty  
15 (60) days before September 1 of the ensuing school year. Any teacher  
16 discontinuing services in any other manner than as provided in this section shall  
17 forfeit, in accordance with Act, the rights to continuing tenure previously  
18 acquired under the Tenure Act.  
19  
20 D. Duly authorized officials of the association shall report their presence in a  
21 building to the building principal or designee before their conference with any  
22 teacher.  
23  
24 E. All Association materials intended for distribution or display on any property  
25 under the management of the Board shall be identified as Association material  
26 before display or distribution.  
27  
28 F. Teachers unavailable for work have the following responsibilities:  
29  
30 1. Teachers must call the substitute call number or register absence on the  
31 designated web site before 6:15 a.m. to report unavailability for work. Each  
32 teacher shall at the time of reporting the absence state the type of leave being  
33 taken and the anticipated length of absence.  
34  
35  
36  
37

**ARTICLE 9**

**ASSOCIATION AND TEACHER RIGHTS**

1  
2  
3  
4  
5 A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby  
6 agrees that every teacher shall have the right to freely organize, join and support  
7 the Association for the purpose of engaging in collective bargaining and other  
8 lawful concerted activities for mutual aid and protection. As a duly-elected body  
9 exercising governmental power under color of law of the State of Michigan, the  
10 Board undertakes and agrees that it will not directly or indirectly encourage,  
11 discourage, or deprive or coerce any teacher in the enjoyment of any rights  
12 conferred by the Act or other laws of Michigan and the United States; that it will  
13 not discriminate against any teacher with respect to hours, wages, or any terms  
14 or conditions of employment by reason of his/her membership in the association,  
15 his/her participation in any activities of the Association or collective professional  
16 negotiations with the Board, or his/her institution of any grievance under this  
17 Agreement or otherwise with respect to any term or conditions of employment.  
18

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

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

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

1 information.

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

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

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

23  
24 H. Each bargaining union member can freely choose to become a member of the  
25 Association or to not become a member of the Association. Membership is not  
26 a condition of employment; an employee cannot and will not be terminated  
27 because the employee chooses to not join the Association.

28  
29 I. An employee who becomes an Association member will be required to pay  
30 Association dues. The amounts and regularity of those fees/dues payments to be  
31 decided by the Association.

32  
33 J. Neither the board nor the Association will discriminate against any employee  
34 because the employee chooses to become an Association member or chooses not  
35 to become an Association member.

36  
37 K. The Board and the Association will not tolerate harassment or discrimination  
38 against any employee who choose to become an Association member or chooses  
39 to not become an Association member. An employee determined to have  
40 harassed and/or discriminated against a colleague because that colleague chose

1 to become an Association member or chose to not become an Association  
2 member will be subject to appropriate corrective/disciplinary action.

3

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

7

**ARTICLE 10**

**BOARD RIGHTS**

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

1 C. The exercise of the foregoing powers, rights, authority, duties and 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.  
7



**ARTICLE 11**

**TEACHER EVALUATION**

- 1  
2  
3  
4  
5  
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 15<sup>th</sup>). 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 E. 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.  
37  
38  
39  
40

**ARTICLE 12**

**TEACHING CONDITIONS**

1  
2  
3  
4  
5  
6 A. The Board will provide room and time for consultations and preparation for  
7 teachers. All teachers shall be scheduled an amount of preparation time that  
8 is as equal as possible. Preparation time will total no less than 250 minutes  
9 per week. No block of time less than 10 minutes will count toward the weekly  
10 minimum of 250 minutes. The minimum weekly minutes may not be met  
11 during shortened weeks due to shortened days, occasional assemblies, testing,  
12 professional development or emergencies.

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

23  
24 C. Scheduled hours of student instruction which are not held because of  
25 conditions not within the control of school authorities such as inclement  
26 weather, fires, epidemics, mechanical breakdowns, or health conditions as  
27 defined by the city, county or state health authorities, may be rescheduled only  
28 at the end of the school year by the Board of Education to insure that there are  
29 a minimum of one thousand ninety-eight (1098) hours and a minimum of 180  
30 days of student instruction or hours as required by the department of  
31 Education. Teachers will receive their regular pay for days, which are  
32 canceled, but shall work on any rescheduled days with no additional  
33 compensation.

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

1 at the end of the school year for teachers.

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

4  
5 E. Duty day

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

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

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

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

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

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

1  
2  
3 H. Duty year  
4

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

13 a. 1098 hours of student instruction, or

14  
15 b. hours and/or days as required by the Department of Education.  
16

17 2. The specific dates of all relevant activities during each school year shall  
18 be as established in the negotiated calendar as set forth in this  
19 agreement (subject to any additional days added by the Board pursuant  
20 to article 12.H.1 above).  
21

22 3. Any increase in the number of student instruction days added to the  
23 staff duty year pursuant to article 12.H.1 above, shall be no more than  
24 the minimum number of days necessary for the school district to receive  
25 full state aid.  
26

27 4. Teachers may be required to attend up to two full days or hour's  
28 equivalent to two full days (not to extend/include more than three days)  
29 in service programs that may be scheduled the week before school  
30 begins in August. The schedule of the in service programs will be  
31 designated through the calendar process. The Superintendent at his/her  
32 discretion may make attendance requirement exceptions.  
33

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

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

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

**ARTICLE 13**

**STUDENT DISCIPLINE AND TEACHER PROTECTION**

1  
2  
3  
4  
5 A. Good order and discipline are necessary for effective teaching. While each  
6 teacher is responsible for maintaining such an atmosphere in each of his/her  
7 classes, the Board recognizes that, through its administration, it must support its  
8 teachers in taking all reasonable actions to maintain proper classroom order, and  
9 it agrees to do so.

10  
11 1. It is recognized that incorporating remedial and/or special education students  
12 into the regular classroom is educationally sound. Regular classroom teachers  
13 will receive such additional support from special education teachers or  
14 specialists as the building administrator shall in his/her discretion decide are  
15 appropriate and necessary.

16  
17 B. It is recognized that well-taught classes and constructively applied methods or  
18 preventive discipline minimize discipline problems. Discipline of students by  
19 teachers shall be in accordance with Michigan law and any applicable Board  
20 policies and/or administrative directives.

21  
22 C. A teacher may exclude a pupil from his/her class for up to one hour when the  
23 grossness of the offense, the persistence of the misbehavior or the disruptive  
24 effect of the violation makes the continued presence of the student in the  
25 classroom intolerable. A meeting will be held between the administrator in  
26 charge and the teacher, if the teacher or administrator requests such a meeting in  
27 order to work out a solution before the student can be returned to class.

28  
29 D. Any case of assault upon a teacher shall be promptly reported to the building  
30 administrator. If the Board/Administration in its discretion determines that the  
31 teacher's conduct in such an incident was appropriate and in compliance with all  
32 applicable statutes, policies and directives: (1) the Board shall provide legal  
33 counsel to advise the teacher of his/her rights and obligations regarding the  
34 criminal aspects of the assault and (2) the Board shall render reasonable  
35 assistance to the teacher in conjunction with the handling of the criminal charges  
36 by law enforcement and judicial authorities. (3) time lost by a teacher for  
37 consultation or court appearances in connection with any incident mentioned in  
38 D above shall not be charged against the teacher's sick leave.

39  
40 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.

8  
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.

11  
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.  
16

**ARTICLE 14**

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

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

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

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

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

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

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

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

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



**ARTICLE 15**

**PROFESSIONAL GRIEVANCE PROCEDURE**

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

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

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

B. Level One Grievance Procedure:

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

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

5 C. Level Two Grievance Procedure  
6

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

- 10 2. A written grievance must be:  
11

12 a. Signed by the grievant.  
13

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

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

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

21 e. Specific as to the relief requested.  
22

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

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

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

33 D. Level Three Grievance Procedure:  
34

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

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

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

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

6  
7 E. Level Four Grievance Procedure:

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

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

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

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

24  
25 5. The appeal board shall meet and attempt to resolve the grievance at the first  
26 meeting. If mutually agreeable, a second meeting may be held within ten (10)  
27 days of the first meeting.

28  
29 6. A written summary of the meeting(s), including any settlement, if any, shall  
30 be prepared and forwarded to the grievant and the Association within ten (10)  
31 days of the final meeting.

32  
33 F. Level Five Grievance Procedure:

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

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

- 1 g. He shall have no power to decide any subjective aspect of job evaluation.
- 2
- 3 h. He shall have no power or authority to award any monetary adjustment
- 4 retroactively to a date earlier than the alleged violation.
- 5
- 6 i. Both parties agree to be bound by the decision of the arbitrator and agree
- 7 that either party may enter judgment thereon in any court of competent
- 8 jurisdiction. However, either party may seek judicial relief in the event
- 9 that the arbitrator exceeds his express authority in violation of the terms
- 10 of this article.
- 11

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

13

14 G. The following shall apply to all grievances and all levels of the grievance

15 procedure:

16

- 17 1. An individual employee may present a grievance to the board or its designated
- 18 representative without the intervention of the Association or its
- 19 representatives, provided that any adjustment is not inconsistent with the
- 20 terms of this Agreement.
- 21
- 22 2. There shall be no stoppage of work as the result of a grievance. All grievance
- 23 matters shall take place at a time outside the normal school day.
- 24
- 25 3. The term “days” as used in this Article shall mean school days during the
- 26 school year and shall mean Monday through Friday, excluding holidays, at
- 27 other times.
- 28
- 29 4. The time limits established in the Article shall be strictly applied, but may be
- 30 extended by mutual written consent. The violation of a time limit by the
- 31 Association shall render the grievance settled on the basis of the
- 32 Board/Administration’s last response. The violation of a time limit by the
- 33 Board/Administration shall allow the Association the right to proceed to the
- 34 next level of the grievance procedure.
- 35
- 36 5. The Board may consider two or more similar grievances as one with its
- 37 responses directed to the Association.
- 38
- 39 6. Any grievance filed during the life of this Agreement may be process to
- 40 completion up to and including arbitration.

**ARTICLE 16**

**LEAVE OF ABSENCE**

A. Paid leaves of absence

Every regularly-employed, full-time teacher excluding those on leave of absence, shall be granted leave with pay of up to fourteen (14) days. Eleven (11) of these paid leave days shall accumulate from year to year to a maximum of 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 four (4) teachers from the district may be on paid leave at any one time without the express written approval of the Superintendent. No more than three (3) paid days may be used in a row without the written approval of the Superintendent 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.

1  
2 3. Leaves of absence with full pay not chargeable against the teacher's  
3 paid leave shall be granted for the following reasons:  
4

5 a. Absence when a teacher is called for jury service or when  
6 subpoenaed as a witness at any judicial or administrative  
7 proceeding. Concerning jury duty and subpoenaed witness duty,  
8 the teacher shall forfeit to the board the money paid solely for jury  
9 duty and subpoenaed witness duty, not including mileage. The  
10 Board retains the right to ask the court to excuse an impaneled jury  
11 member.  
12

13 b. Approved visitation of other schools.  
14

15 c. Time necessary to take the selective service physical  
16 examination.  
17

18 d. When attending any function when so directed by the  
19 administration.  
20

21 e. Bereavement: Utilization of such leave shall be for the purpose  
22 of attending the funeral or making funeral arrangements in the  
23 case of death in the immediate family (spouse, mother, father,  
24 mother-in-law, father-in-law, brother, sister, children, step-  
25 children, grandparents, grandchildren, step-grandchildren, and  
26 spouses of children or those living in the same household). This  
27 leave shall be for a maximum of five (5) days per occurrence  
28 unless written approval of the Superintendent is received. Three  
29 (3) days will not be charged against paid leave. Additional  
30 approved days will be charged to accumulated leave time. Any  
31 time above five (5) days must be approved by the  
32 Superintendent.  
33

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

1  
2 **B. Unpaid leaves of absence**  
3

4 Any teacher who is not qualified for a paid leave under the terms of this article  
5 may request an unpaid leave of absence. Qualifying Military and health leave  
6 requests shall be granted. All other unpaid leaves shall be at the discretion of  
7 the board and may be granted for any reason, subject to the following  
8 limitations and requirements:  
9

- 10 1. A written request must be received by the Board not less than ninety  
11 (90) calendar days prior to the requested commencement of the leave.  
12 Waiver of this provision shall be at the sole discretion of the Board.
- 13 2. All requests shall state the reason for the leave, the requested  
14 commencement date, the length of the leave, and if applicable, the  
15 benefit to the teacher and school.  
16
- 17 3. The commencement and termination dates (except as limited in  
18 sections d and e of this article) of leaves based upon illness, injury or  
19 disability (including disability from pregnancy) shall be based upon the  
20 teacher’s ability to perform the work normally assigned to him/her. In  
21 cases of dispute, a doctor will make the determination mutually  
22 agreeable to the association and the Board.  
23
- 24 4. Leaves shall be for no more than one (1) year.  
25
- 26 5. Leaves may be extended at the discretion of the Board for no more than  
27 one (1) additional year. Requests for an extension must be filed with  
28 the Board no later than ninety (90) days prior to the termination of the  
29 original leave. Waiver of this provision shall be at the sole discretion  
30 of the Board.  
31
- 32 6. A teacher on an unpaid leave shall retain accumulated seniority, but  
33 shall not accrue additional seniority while on leave; and shall not be  
34 entitled to any compensation or benefits under the contract. A teacher  
35 who completes more than 50% of the class days in any school year shall  
36 receive credit for that year as it applies to placement on the salary  
37 schedule.  
38

39 **C. Family Medical Leave Act:**

- 40 1. To the extent provided by the Family and Medical Leave Act (FMLA),



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

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

17

18 **D. Miscellaneous conditions**

19

- 20
- 21 1. The Superintendent for good reason may require a teacher to submit to  
22 a physical or mental examination by a doctor mutually selected by the  
23 Superintendent and the teacher or the teacher's designee. Such  
24 examination shall be conducted during the teacher's normal workday  
25 without loss of pay. The Board shall pay the cost of such examination  
26 and associated testing.
- 27
- 28 2. Any member that is on leave may be required to complete identified  
29 duties such as but not limited to, lesson plans and Individual  
30 Educational Plans, as identified and agreed upon with administration.
- 31

**ARTICLE 17**

**PROFESSIONAL COMPENSATION**

- 1  
2  
3  
4  
5 A. The salaries and extra-pay benefits of employees represented by this  
6 Association are set forth in Schedule A, Schedule B and Schedule C  
7 respectively.  
8  
9 B. Pay options are as follows:  
10 2. Twenty four (24) equal pays from September until August;  
11 3. Twenty four (24) pays with a lump sum by the end of June;  
12 4. Nineteen (19) equal pays through each teaching year.  
13  
14 C. Library: during the last two student days of the school year, library materials  
15 may not be checked out. The Media Centers will remain open for teachers  
16 needing to bring in classes for research through the last student day.  
17  
18 D. Any teacher or non-teaching professional who substitutes in another  
19 classroom or for another teacher, non-teaching professional or principal  
20 during their preparation period in the current school year will be credited  
21 with one (1) additional day of personal leave, as provided in Article 16,  
22 Section A.4. for each three hundred (300) minutes of substituting.  
23 Elementary teachers who substitute during their “specials time” (examples:  
24 art, music, P.E., technology) will be credited for minutes substituted towards  
25 the three hundred (300) minutes. A teacher or non-teaching professional may  
26 choose from the following:  
27  
28 1. Turn the 300 earned minutes into a personal day at the time the  
29 minutes are earned, or  
30  
31 2. On or before the 2nd Friday in May the staff person needs to  
32 determine whether accrued time will be converted to personal time  
33 or paid time by written request or via e-mail to central office. All  
34 personal time will be rolled over to sick time. If no written  
35 request is made any minutes accrued will be paid at a rate of:  
36  
37 \$ \$25.50 per hour of substituting.  
38  
39 E. Graduate hours that are necessary to qualify for the MA/BA +40 graduate-  
40 hour scale and the MA + 20 graduate-hour scale found in Schedule A must be

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

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

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

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

10  
11 Per minute rate X minutes of class = per diem X # of days = Contracted  
12 amount for teaching on preparation period.

13  
14 When teachers are asked or are assigned to teach on their prep time and their  
15 assignments include different schedules and class length there will be an  
16 agreement between the administration and the teacher on the minutes paid.

- 17  
18  
19 G. Any member of the bargaining unit with 20 years or more of service to the  
20 district that retires will qualify for the following leave time buyback:

21  
22 **Step 1:** Members with 75-100 days will receive \$20 a day. Maximum  
23 amount \$2000

24 **Step 2:** Members with 101-125 days will receive, step one plus \$30  
25 a day for additional days 101-125. Maximum amount:  
26 \$2750

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

- 30  
31  
32 H. Any member that notifies the district of retirement prior to January 1<sup>st</sup> of the  
33 year they are retiring will be eligible for an \$800 stipend upon finalizing  
34 their retirement. Any member that notifies the district of retirement prior to  
35 March 1st of the year they are retiring will be eligible for a \$400 stipend  
36 upon finalizing their retirement. Mid-year retirements will have to notify  
37 the district at least 6 months in advance to be eligible for the \$800 stipend  
38 and 4 months in advance to be eligible for the \$400 stipend.

**ARTICLE 18**

**FRINGE BENEFITS**

1  
2  
3  
4  
5 A. The Board shall pay the following annual amounts toward the cost of the  
6 medical premium of one of the MESSA PAKs (A, C, or D) described in Section B  
7 below each plan year for bargaining unit members electing medical insurance and  
8 his/her eligible dependents as defined by MESSA.

- 9  
10 \$6,142. 11 for Single Subscribers  
11 \$12, 845.04 for 2-person Subscribers  
12 \$16,751.23 for Full Family Subscribers  
13

14 The annual Board paid amounts shall adjust annually beginning on July 1 of each  
15 plan year, to the maximum payment permitted by Section 3 of the Publicly Funded  
16 Health Insurance Contribution Act.

17  
18 The remaining annual cost for the member’s elected medical plan premiums shall be  
19 paid by the member.  
20

21 The member’s premium contribution will be payroll deducted, in equal bi-monthly  
22 amounts from the member’s paycheck through a qualified Section 125 Plan and, as  
23 such, will not be subject to withholding. The Board’s “qualified Section 125 Plan”  
24 shall include any and all of the provisions necessary for pre-tax contributions to the  
25 member’s HSA accounts administered through Health Equity (HEQ).  
26

27 Members may contribute, through payroll deduction, money towards their HEQ  
28 HSA up to the maximum allowed by Federal law.  
29

30 All other non-medical PAK B benefits described below shall be fully paid by the  
31 Board.  
32  
33  
34

35 B. MESSA medical plan options:

- 36  
37 PAK A: MESSA Choices II \$500/\$1000 in Network Deductible  
38 \$20 Office Visit; \$25 Urgent Care; \$50 ER Services  
39 Saver Rx  
40 10% Co-Insurance

1  
2           PAK C:       MESSA Choices II \$500/\$1000 in Network Deductible  
3                       \$10 Office Visit; \$25 Urgent Care; \$50 ER Services  
4                       Saver Rx  
5

6           PAK D:       MESSA ABC Plan 1 \$1300/\$2600 in Network Deductible  
7                       ABC Rx  
8

9           Each PAK above also includes the non-medical benefits described below for  
10           PAK B. Bargaining unit members choosing MESSA PAK Plan A, C, or D will  
11           also receive the benefits included in MESSA PAK Plan B and the cost will be  
12           paid by the Board.  
13

14           PAK B:       MESSA/DELTA DENTAL 75/75/75; \$1500 Ortho  
15                       VSP 2  
16                       \$20,000 life with AD & D  
17

18           Bargaining unit members not electing MESSA Pak A, C, or D shall receive PAK B  
19           benefits. The Board will also contribute the following dollar amounts each month  
20           toward the purchase of any MESSA tax-exempt variable and/or fixed options, or  
21           MEA Financial Services IRS approved tax-deferred annuities. Members may also  
22           choose cash in lieu in the amount of \$350.00. If choosing cash in lieu, members will  
23           be paid in equal installments over the number of pays that they receive.  
24

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

31           C.       Those teachers who work at least one-half (1/2) time will receive prorated  
32           health insurance benefits.  
33

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

38           Eligible employees as set forth herein are responsible for the completion of  
39           all necessary enrollment forms and for fulfilling any requirements established  
40           by the insurance administrators or underwriters.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40

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

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

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

**ARTICLE 19**

**SCHOOL IMPROVEMENT**

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

**ARTICLE 20**

**MENTOR TEACHER**

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

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

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

- 16 1. 1<sup>st</sup> year mentee: \$280/mentee per year.
  - 17 2. 2<sup>nd</sup> year mentee: \$220/mentee per year.
  - 18 3. 3<sup>rd</sup> year mentee: \$200/mentee per year.
  - 19 4. 4<sup>th</sup> year mentee: \$200/mentee per year.
  - 20 5. 5<sup>th</sup> year mentee: \$200/mentee per year.
- 21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47



## 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.
  
- C. 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.

The following conditions are based on the final adopted board budget for the year in June and/or the audited budget:

- l. If fund equity is 8% or higher staff will receive steps. Anyone that does not receive steps or a longevity increase would receive a \$500 off step stipend by October of the following year.

Base Salary at BA Level for 2016-2017				\$34,223.00					
<b>2016-17</b>									
Step	BA/BS			MA or BA + 40			MA + 20		
	Index			Index			Index		
1		1.0000	34,223.00		1.0650	36,448.00		1.0800	36,961.00
2	0.040	1.0400	35,592.00	0.050	1.1150	38,159.00	0.050	1.1300	38,672.00
3	0.040	1.0800	36,961.00	0.050	1.1650	39,870.00	0.050	1.1800	40,384.00
4	0.040	1.1200	38,330.00	0.050	1.2150	41,581.00	0.050	1.2300	42,095.00
5	0.050	1.1700	40,041.00	0.060	1.2750	43,635.00	0.060	1.2900	44,148.00
6	0.050	1.2200	41,753.00	0.060	1.3350	45,688.00	0.060	1.3500	46,202.00
7	0.050	1.2700	43,464.00	0.060	1.3950	47,742.00	0.060	1.4100	48,255.00

8	0.050	1.3200	45,175.00	0.060	1.4550	49,795.00	0.060	1.4700	50,308.00
9	0.060	1.3800	47,228.00	0.070	1.5250	52,191.00	0.070	1.5400	52,704.00
10	0.060	1.4400	49,282.00	0.070	1.5950	54,586.00	0.070	1.6100	55,100.00
11	0.060	1.5000	51,335.00	0.070	1.6650	56,982.00	0.070	1.6800	57,495.00
12	0.060	1.5600	53,388.00	0.070	1.7350	59,377.00	0.070	1.7500	59,891.00
<b>Longevity</b>									
16 *	0.03	1.5900	54,415.00	0.03	1.7650	60,404.00	0.03	1.7800	60,917.00
21 **	0.03	1.6200	55,442.00	0.03	1.7950	61,431.00	0.03	1.8100	61,944.00
26 ***	0.03	1.6500	56,468.00	0.03	1.8250	62,457.00	0.03	1.8400	62,971.00

1. Fund equity reaches 10% members get 1% on schedule
2. Fund equity reaches 15% members get 2% on schedule
3. Fund equity reaches 20 % members get 3% on schedule

**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 <sup>th</sup> Grade.....	3.5 %
Boys – 7 <sup>th</sup> Grade.....	3.5 %

Girls – Head .....	9%
Girls – Junior Varsity .....	6%
Girls – 8 <sup>th</sup> Grade.....	3.5 %
Girls – 7 <sup>th</sup> Grade.....	3.5 %

### Cheerleading

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

Cross Country ..... 4%

### Football

Head .....	9%
Assistant .....	6%
Junior Varsity .....	6%

Golf ..... 6%

### Softball

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

### Track

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

Volleyball

Head ..... 7%

Junior Varsity..... 5%

7<sup>th</sup> Grade.....3.5%

8<sup>th</sup> 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

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

MSAC Teams

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

Drama.....2%

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

Gifted and Talented.....2%

Foreign Language Club.....2%

Close Up.....2%

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

Math Counts.....1%

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.

## Vestaburg Community Schools 2016-2017 Calendar

19	August 23	K-12 Professional Development Day 8:00 AM – 3:00 PM (includes Support Staff)
	20	24 K-12 Professional Development 8:00 AM-11:00 AM
	21	Teacher Work Day 12:00 PM-3:00 PM
	22	K-5 Open House 4:00-6:00 PM (Teacher Attendance Required)
	23	6-12 Open House 5:00-7:00 PM (Teacher Attendance Required)
	24	25 K-12 Professional Development 8:00 AM-11:00 AM
	25	Teacher Work Day 12:00 PM-3:00 PM
	29	11 AM Release (½ Day) First Day for Students ~ Teacher Work Day in PM
	30	Full Day for Students
	31	11 AM Release (½ Day) ~ Staff & Students released at 11:00 AM (DALMAC Begins)
September	1-2	No School (DALMAC)
	5	Labor Day ~ No School
	28	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
October	12	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
	26	1 PM Release ~ PD 1-3 PM
November	2	K-12 Parent-Teacher Conferences 5:00-7:30 PM
	3	11 AM Release (½ Day) ~ K-12 Parent-Teacher Conferences 1:00-4:00 PM & 5:30-7:30 PM
	4	11 AM Release (½ Day) ~ Staff & Students released at 11:00 AM
	15	No School
	23	1 PM Release ~ Staff & Students released at 1:00 PM
	24-25	Thanksgiving Break
December	14	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
	21	Winter Break Begins
January	4	Classes Resume
	19	1 PM Release ~ HS Exams Teacher Work Day 1-3
	20	1 PM Release ~ HS Exams End of 1 <sup>st</sup> Semester Teacher Work Day 1-3
February	8	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
	22	1 PM Release ~ PD 1-3 PM
March	8	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
	22	1 PM Release ~ PD 1-3 PM
April	3-7	Spring Break
	10	Classes Resume
	14	Good Friday ~ No School
	19	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
May	5	1 PM Release ~ Elementary Carnival 6:00 PM-8:00 PM
	17	1 PM Release ~ PD 1-3 PM ~ Staff Meeting 3-3:30 PM
	25	Senior Night 6:30 PM
	26	Last Day for Seniors
	29	Memorial Day ~ No School for Students & Staff
June	6	1 PM Release ~ HS Exams Teacher Work Day 1-3
	7	1 PM Release ~ HS Exams End of 2 <sup>nd</sup> Semester Teacher Work Day 1-3
	8-9	Possible Make-Up Days
	12-16	Possible Make-Up Days

2016-2017					
Date		PD Hours	Staff Meetings	Work Time Hours	Open House/ PTC Hours
Aug. 23 <sup>rd</sup>	Full PD Day	6.5 hours			
Aug. 24 <sup>th</sup>	½ PD Day ½ Work Day	3 hours		3 Hours	2 Hours Open House
Aug. 25 <sup>th</sup>	½ PD Day ½ Work Day	3 hours		3 Hours	
Aug. 29 <sup>th</sup>	11 AM Release			3.5 Hours (Work Day)	
Aug. 31 <sup>st</sup>	11 AM Release				
Sept. 28 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
Oct. 12 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
Oct. 26 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)			
Nov. 2 <sup>nd</sup>					2.5 Hours (5-7:30 PM)
Nov. 3 <sup>rd</sup>	11 AM Release				3 Hours (1-4 PM) 2 Hours (5:30-7:30 PM)
Nov. 4 <sup>th</sup>	11 AM Release				
Nov. 23 <sup>rd</sup>	1 PM Release				
Dec. 14 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
Jan. 19 <sup>th</sup>	1 PM Release			2 Hours (Work Day)	
Jan. 20 <sup>th</sup>	1 PM Release			2 Hours (Work Day)	
Feb. 8 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
Feb. 22 <sup>nd</sup>	1 PM Release	2 hours (1-3 PM)			
Mar. 8 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
Mar. 22 <sup>nd</sup>	1 PM Release	2 hours (1-3 PM)			
Apr. 19 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
May 5 <sup>th</sup>	1 PM Release			2 Hours (1-3 PM)	(EL Carnival Set-up)
May 17 <sup>th</sup>	1 PM Release	2 hours (1-3 PM)	½ hour (3:00-3:30 PM)		
June 6 <sup>th</sup>	1 PM Release			2 Hours (Work Day)	
June 7 <sup>th</sup>	1 PM Release			2 Hours (Work Day)	
	4 ~ 11 AM 16 ~ 1 PM	32.5 hours	7 meetings		

Total Student Days:  
 EL ~ 180  
 HS/MS ~ 180  
 (176 Full with 16 1 PM Releases and  
 4 Half Day 11 AM Releases)

PD Days:  
 1 ~ Full Day (8 AM-3 PM)  
 2 ~ Mornings (8 AM-11 AM)  
 10 ~ Afternoons (1 PM-3 PM)  
 Total = 32.5 hours

Work Days: 1 full on Aug. 23<sup>rd</sup>  
PM Work Days: 8

Total Work Days:  
 EL ~ 183  
 HS/MS ~ 183

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

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

Total Hours:  
 EL ~ 1134.47  
 HS/MS ~ 1132.80

Needed Hours: 1098

Extra Hours:  
 EL ~ 36.47  
 HS/MS ~ 34.80

Full Days  
 EL ~ 393 minutes  
 HS/MS ~ 393 minutes

1 PM Release Days  
 EL ~ 278 minutes  
 HS/MS ~ 273 minutes

11 AM Release Days  
 EL ~ 185 minutes  
 HS/MS ~ 180 minutes



## ARTICLE 22

### DURATION OF AGREEMENT

This agreement shall be effective as of \_\_\_\_\_, and shall continue in effect until the thirtieth day of June 2018. 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

**Letter of Agreement between the Vestaburg Community Schools  
Board of Education and the Vestaburg Schools Education Association**  
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.