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APPENDICES

A G R E E M E N T
Board of Education, Vicksburg Community Schools
with
Kalamazoo County Education Association -Vicksburg Education Association

THIS AGREEMENT entered into on this February 9th, 2025 by and between the BOARD OF EDUCATION OF THE VICKSBURG COMMUNITY SCHOOLS of Kalamazoo and St. Joseph Counties, hereinafter called the "Board" and the KALAMAZOO COUNTY EDUCATION ASSOCIATION - VICKSBURG EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE ONE (1) – RECOGNITION

A. BARGAINING UNIT DESCRIPTION. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 2 of Act 379, Public Acts of 1965, for the following professional personnel on tenure and probation: certified classroom teachers, special certificated teachers, school counselors, media specialists, speech-language pathologists, teaching counselors, social workers, school psychologists, BK instructors, early childhood special education instructors, MTSS coordinators, SEL/Student service coordinators, behavioral specialists, student support coordinators, instructional coaches, building interventionists and consultants employed or hereafter employed, but excluding other pre-school instructors, substitute teachers, any teaching related to community education courses, and hourly, supervisory and executive personnel.

The term "employee" when used hereinafter in this Agreement shall refer to all employees in the bargaining unit as above defined. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement. "Non-Instructional" members as used in this agreement means bargaining unit members who are not regulated in their assignment by the Teacher's Tenure Act, such as social workers, psychologists, Speech-Language pathologists, School Counselors and Media Specialists.

ARTICLE TWO (2) - ASSOCIATION/TEACHER RIGHTS

A. STATUTORY RIGHTS. Pursuant to Act 379 of the Public Acts of 1965, as amended, the Board and the Association hereby agree that every employee employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other lawful activities for mutual aid and protection. The Association and the Board undertake and agree that they will in no way discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that they will not discriminate against any employee with respect to any terms or conditions of employment by reason of his/her membership in the Association or lack thereof or collective professional negotiations with the Board.

B. MISCELLANEOUS PAYROLL DEDUCTIONS. Upon appropriate written authorization from the employee, the Board shall deduct from the salary of any employee and make appropriate remittances for insurance, qualified 403-B plans, savings programs, union dues, and other options which qualify under current IRS code, to the extent allowable by law. Specific plans and programs may be instituted if jointly approved by the Association and the Board, as outlined below.

It is expressly understood and agreed that while the Board will offer each employee the opportunity to participate in a Tax Deferred Investment, Annuity, or Savings Program which complies with Section 403(b) of the Internal Revenue Code, as amended, the Board shall limit the number of carriers, or other entities providing such programs, not to exceed a total of nine (9), and the list of secured providers may be obtained from the Human Resources Department. The Board shall not accept responsibility for assuring any employee that any such plan qualifies as per the aforementioned Section 403 (b) nor does the Board guarantee or in any way act in a fiduciary capacity with said program, its investments or return.

C. USE OF SCHOOL BUILDING AND FACILITIES. The Association and the members shall have the right to use school building facilities according to the adopted Board policy for community use of school facilities. Employee lounge bulletin boards, inter-school mail, and e-mail (as provided under Board of Education Policy and Guidelines) shall be made available to the Association for its official organization materials. Nothing of a derogatory nature shall be posted on any bulletin board or transmitted through school mails.

The second and fourth Tuesdays of each month, outside the normal school hours, shall be reserved for Association meetings. The Board will not schedule meetings which employees are expected to attend on the second and fourth Tuesdays of each month, outside the normal school hours, except after consultation with the Association.

D. REPRESENTATION AT INVESTIGATORY INTERVIEW. An employee may, at all times, request and be entitled, but not required, to have present the Building Association Representative or other employee from the building at any investigatory interview that could lead to discipline.

When a request for such representation is made, no disciplinary action shall be taken until such Association Representative is present. When the presence of such Association Representative is so requested, it is agreed that said Representative shall be made available as soon as possible, but in all events within two (2) working days after the request is made. All information forming the basis for disciplinary action will be made available to employees, to the extent allowable by law.

E. AVAILABILITY OF INFORMATION REGARDING SCHOOL DISTRICT.
The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information which is available to the public concerning the financial resources of the District, proposed budgetary requirements and allocations submitted to the Board, and such other information as mutually agreed upon that will assist the Association in formulating intelligent, accurate, informed and constructive proposals on behalf of the employees and the District's students. It is understood that this provision shall not be construed so as to require the Board, without adequate compensation by the Association, to compile information and/or statistics in any form other than that in which they are readily available.

F. EMPLOYEE PROTECTION. Employees complying with Board Rules and Regulations, state and federal laws, and who are acting in the line of duty and within the scope of their employment with respect to maintenance of control and discipline in the classroom and other school activities shall be given support and assistance by the Board. Bargaining unit employees recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases the employee shall follow the District's established disciplinary process.

1. If an employee, acting within the scope of one's professional employment, is assaulted at school or at school sponsored functions, the incident shall be immediately reported to the building principal and designated administrator consistent with MCL 380.1309. The Board shall assist the employee in connection with handling the incident by law enforcement and judicial authorities. Staff member time spent working directly with law enforcement and/or judicial authorities as a result, will not be charged against any compensable leave bank. An employee shall not inflict corporal punishment upon a pupil, but may use reasonable physical force upon a pupil as necessary to maintain order and control for the purpose of providing an environment conducive to safety and learning, consistent with MCL 380.1312.

2. If any employee is the subject of a civil action brought by a student or parent of a student for action taken by the employee acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the employee's defense. Employees shall have the right to retain outside legal counsel at their own expense, if in its determination the employee acted consistently with Board policy, state and federal law. The time necessarily lost from work by an employee in connection with the defense of a civil action brought by a student or parent of a student which arose out of and within the scope of one's professional employment shall not be charged against the employee.

3. Employees may submit a written statement to be attached to and filed with any complaint in an employee's personnel file.

G. LOSS OF PROPERTY. The district will reimburse staff members the full replacement value, per incident, for documented loss, damage, or destruction of clothes or personal property of the teacher caused by inappropriate behavior of a student. The reimbursement will not be paid if the loss is covered by insurance or involves the teacher's automobile.

H. DRESS CODE. Bargaining unit members agree to dress in a manner that is tasteful, neat, and fitting of the profession. The association agrees to cooperate with the Board in the promotion of tasteful dress by employees at all times. Unless required by law, bargaining unit members may choose to wear PPE (e.g. masks, face shields, and gloves).

I. RELEASED TIME. An employee engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation including mediation, involving parties outside the Board and the Association, shall be released from regular duties without loss of salary.

J. CONFERENCES. An employee released from regular duties by the Superintendent or his designate for the purpose of attending or participating in conferences, professional organizational meetings and/or classroom visitations that are related to that employee's field shall be released without loss of pay. Reimbursement of expenses shall be as follows:

1. An itemized list of expenses must be submitted to the Superintendent or designee with the written request of the employee to attend.
2. The Superintendent or a designee shall determine the amount of reimbursement to be allowed for the expenses and shall so state in writing with the approval.
3. Non-reimbursable expenses: Regional, state or national conferences conducted by the United Profession (NEA/MEA/VEA) for the further cause of the Association's own professional purposes shall not be reimbursed by the Board.

K. ASSOCIATION CONFERENCES

1. Each school year, the Association shall be allowed to use up to ten (10) days off with pay for the purpose of attending regional, state or national workshops, conferences and conventions or which shall be used by employees who are officers or agents of the Association, such use to be at the discretion of the Association. No one officer may utilize more than six (6) days. No less than four (4) hours per person per conference shall be used. The Association agrees to notify the Board as soon as possible, but in no case less than forty-eight (48) hours prior to the date for intended use of said leave.
2. The Association shall reimburse the District for all sub costs attributable to Association activities including Association Conferences, and shall also reimburse the District for all costs attributable to political action activities at Association Conferences.
3. It is agreed that the Association President(s) or designated agent may conduct Association Business during staff work days. This shall be for use as deemed appropriate

by the Association including, but not be limited to, discussions with employees and administrators on matters directly related to the administration of this Agreement and travel between schools in the District. The conduct of Association business shall not be allowed to interfere with the duties of any teacher at any time.

L. DUTY FREE LUNCH PERIOD. Employees shall be allowed a thirty (30) minute duty free lunch period per day, except when emergency situations require their presence for the purpose of supervision.

M. TEACHERS' FACILITIES. The Board shall make phone access available to employees. Employees shall be responsible for any personal long distance calls. The Association agrees to reimburse the Board for all Association related long distance calls. When practical and possible, lavatory facilities exclusively for employee use shall also be made available.

N. ACCESS TO SCHOOL. Each school office shall maintain a supply of outside door keys which employees may check out when it is necessary for them to have access to the building at times other than the normal teaching day.

O. ACADEMIC FREEDOM. The Board recognizes that teaching is a complex discipline that is enhanced by freedom, creativity, and diversity of character and methodology among its faculty that provides a successful learning environment for all students.

ARTICLE THREE (3) - ASSOCIATION/TEACHER RESPONSIBILITY

A. PROFESSIONAL POSTURE. The Association will inform its members of their professional rights and responsibilities as set forth in this contract.

B. TEACHER RESPONSIBILITY FOR MATERIALS. Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent a reasonably prudent person would be.

C. LESSON PLANS. All teachers shall have prepared and available for their building principal, not later than the end of the last school day of each week, a complete set of lesson plans for the ensuing week for each class for which the teacher is responsible, including where applicable identification of the State curriculum standard. Said plans will include tentative materials and activities to be covered each day of the said following week. At the beginning of each year, all teachers will have on file with the principal three (3) days of lesson plans for a substitute teacher. Such plans will be of a general nature and not necessarily in the context of the unit then being taught. Teachers must update their substitute teacher lesson plans after each use.

D. PHYSICAL EXAMINATIONS. In the event the Board has established good cause to believe an employee is suffering a physical or mental impairment that may be affecting his/her ability to

perform the essential functions of the assignment, said employee may be required to be examined by a medical doctor selected and paid for by the Board. It is understood and agreed this provision shall not be used indiscriminately or arbitrarily. Such time shall be of no expense to the employee and shall not be deducted from an employee's sick leave.

E. STUDENT CONTROL AND DISCIPLINE. It is recognized that student discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.

1. Whenever it appears to the teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and the teacher feels he/she has exhausted his/her teaching techniques and agrees the student can no longer be effectively handled by the teacher, the teacher shall refer the matter to the principal and shall furnish the principal with what techniques and action the teacher has taken in the past with regard to the student and furnish the principal with full particulars of the incidents which form the basis for the teacher's conclusion that outside professional help is needed. The teacher may include written recommendations for the handling of the student as promptly as teaching obligations will allow. The administration will notify the teacher in writing of the action deemed appropriate consistent with their mutual support and assistance for the teacher.

2. A teacher may exclude a pupil from class temporarily because of the grossness of the offense or the persistence of the misbehavior or because it appears that the presence of a particular student in the class will impede the education of the balance of the class because of the disruption caused by said student, in which event the teacher must escort the pupil to the principal's office or a place designated by the administration. In the event an administrator is not immediately available, the teacher shall return the student to the class, if another teacher is not available to take responsibility for the student until the building administrator returns to the building. Upon return to the building, the administrator shall make contact with the teacher and deal with the problem as soon as possible. In such cases, teachers will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing and the principal will inform the teacher, in writing, of the disposition of the matter.

3. The procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the teacher, the child and parents when warranted.

ARTICLE FOUR (4) - MANAGEMENT RIGHTS

The Association recognizes and agrees the Board of Education by and through the Administration shall have all rights and authority to manage, direct and assign employees covered by this

Agreement and to conduct the affairs and business of the School District and to establish policies, rules and regulations therefore in the sole discretion of the Board, except as limited by the provisions and terms of this Agreement.

ARTICLE FIVE (5) - HOURS

A. DAILY DUTY HOURS. Each employee shall be on duty as assigned for an eight (8) hour day as defined by the individual building schedule. Bargaining unit members who, in a timely manner, can meet professional obligations have the flexibility to deviate from contractual work hours. Professional obligations may include but are not limited to: BLTs, staff meetings, student support, IEPs, 504 meetings, continuous improvement, department meetings, professional learning. Flexibility includes the option to arrive 15 minutes prior to student arrival and leave 15 minutes after student dismissal. No additional planning time will be provided.

It is understood and agreed that transportation scheduling and student and/or space requirements may make it necessary to schedule employees to begin earlier or later than 8:00 a.m. in which event the close of the regular school day for such employees shall be advanced or delayed a like period of time so as to result in normal school day hours not exceeding eight (8) for the employee thus affected.

A minimum of thirty days prior to the beginning of a semester, the Administration may designate an adjusted schedule for specific positions to accommodate specialized programs or services or alternative student schedules. Any such adjustment shall maintain a work day of consecutive hours and a work year consistent with the designated number of VEA work days for any given contractual year. Positions with an adjusted schedule shall be posted with the schedule requirements.

1. Emergency Absence: If an employee is unable to report for duty because of illness or another justifiable reason, that employee shall make one phone call notifying either the building principal or sub call-in service, at the District's discretion no later than 6:00 a.m., unless an emergency arises and it is impossible for the employee to give such notice.

2. Pre-arranged absence: Pre-arranged absences will be scheduled by the building secretary or designee.

3. Employees shall be afforded compensatory time for principal-approved activities, which may be taken during daily duty non- instructional hours with the approval of the building administrator. A record of compensatory time earned shall be kept by the administration or designee. Time earned or used will be recorded. The bargaining unit member shall promptly bring discrepancies to the attention of administrators. Said compensatory time shall normally be taken before or after school hours, but may be taken during the employee's planning time on a sign in/sign out basis with the approval of the building administrator. Failure to return by the scheduled start of the employee's instructional time will result in deduction from personal leave or a loss of pay if personal leave is exhausted. Accumulated compensatory time up to four (4) hours not exhausted by the end of the school year may be carried over to the next school year.

B. CLASSROOM TEACHERS' PLANNING TIME. Elementary classroom teachers shall be afforded six hundred five (605) minutes per week, and secondary classroom teachers shall be afforded five hundred ninety (590) minutes per week, to be used for planning or conference time, as designated by the administration during the work day after the administration schedules instructional time sufficient to ensure satisfaction of State instructional time requirements and any other duty time. Up to 25 hours of planning time per year may be used for meetings called by the Administration, including:

1. Staff meetings
2. Department/grade level meetings
3. Continuous improvement meetings
4. meetings that pertain to goal setting and the evaluation process and/or other meetings at the principal's discretion

Principals/Supervisors will provide a tentative schedule of meetings for the year to their employees by the end of the second week of the school year. Meetings specifically excluded from counting toward the 25 hours are IEPs, 504s, Student Assistance Team or other academic/behavioral meetings legally required as well as Collaborative Teacher Teams. Additionally, meetings for which the employee is paid a stipend to attend or for which the employee has willfully volunteered are not counted toward the 25 hours. It is recognized that the constraints of financial resources and/or extenuating circumstances (such as scheduling) may prevent implementation of planning time every day for every teacher. It is also recognized that severe weather or emergency situations may require teachers to supervise students during planning time which may be scheduled during students' lunch and/or recess. In the event of a decrease in enrollment or revenue which could result in the layoff of teachers, this provision may be suspended.

Members of the association will meet for thirty (30) minutes on a weekly basis before, during, or after school hours to work as a professional learning community. District PLC teams will schedule the weekly meeting in consultation with building principal(s).

C. SCHOOL CLOSINGS. When all District schools are closed for a snow day, employees are not required to report for work. For all other school closings, the Administration will notify affected staff of any deviation from their normal work schedule or location.The Administration will use all staff communications regarding school closings or delays. In cases where employees are required to report during a school closing day, their work schedule will be 9:00 a.m. to 3:00 p.m., unless circumstances require a variation on this work schedule. If an employee is unable to report to work when required during a school closing day, the employee shall notify the building administrator as soon as possible. Employees unable to report to work shall have the option of using available business leave time or electing to take a deduction in pay for the actual hours worked by employees for that day.

If students have arrived at school and are subsequently sent home due to an emergency, employees will be allowed, at the discretion of the Superintendent or Superintendent's designee,

to leave 15 minutes after student departure as soon as students have been properly dismissed and departed school property. When school is delayed, employee starting time will be delayed a like amount with no extension of the school day.

If the number of days canceled exceeds the number allowed to be canceled by law at least one week prior to the scheduled mid-winter break days, the mid-winter break day will convert to a full-day of student instruction. School days and/or clock hours lost from school closings for which a waiver is approved by the State up to and including the ninth day will not need to be rescheduled. Any days beyond the ninth day will be rescheduled by administration regardless if an option exists for a waiver by the state. Teachers agree to reschedule days and/or clock hours lost from school closings to meet the State of Michigan day and clock hour requirements for instruction and professional development. In addition, teachers agree to maintain a minimum calendar of 180 instructional student days and five (5) professional development days. The Administration will consult with the Association on the specifics of any plan to make up days and/or clock hours, or adjust to any alterations in State requirements due to extreme weather conditions. Employees will continue to receive the regular salary, but shall receive no additional compensation for days and/or clock hours rescheduled to meet the above stated requirements.

D. DUTY DURING EMERGENCIES. Employees shall remain on duty as needed in the event of emergency situations such as, but not limited to, severe weather warning, civil or student disturbances or situations which may threaten the health or safety of students. Employees remaining on duty during emergency situations shall be covered by insurance.

1. The Board will make every reasonable effort to insure the safety of employees and provide necessary assistance for teachers during emergency situations.
2. The Board will outline the general duties of employees during such emergencies.
3. An employee may be excused from this duty by the building principal or Superintendent.
4. Employees shall be required to look over their normal work or teaching area and report unusual objects or conditions. However, employees shall not be required to search for, handle or remove any unusual object or suspected explosive devices on or about the school premises.

E. STAFF MEETINGS. Employees may be required to attend up to three (3)hours per month of staff, department/grade level, school improvement, open house, and/or other meetings called by the Administration beyond the normal work day hours. The length and frequency of said meetings shall be reasonable. When required to attend in-service training or curriculum meetings beyond regular working hours and beyond the three (3) hours per month, employees shall be afforded compensatory time as outlined in Article 5 (A)(3).

ARTICLE SIX (6) – ASSIGNMENTS OF NON-INSTRUCTIONAL STAFF

A. BASIS OF ASSIGNMENT. The Board has the sole right to assign or reassign non instructional staff to any position which they are qualified to perform. An employee's certification, seniority, and other relevant factors will be considered when assignments are made. Non-instructional members will not be assigned outside the scope of their certificates. Both parties agree that some relevant factors may be subjective. The principal's judgment in such cases shall prevail.

B. NOTIFICATION OF PENDING RESIGNATION. Any employee, upon becoming aware of the fact that he/she will not be an employee of the District for all or part of the current or coming school year shall be obligated to notify the Administration in writing as soon as possible.

C. ESTABLISHMENT OF DUTIES. At or before the first staff meeting of the school year, the principal shall discuss and establish routine building duties and responsibilities and assign duties within the reasonable area of teaching and/or extracurricular and/or school related activities, or as the need arises in the absence of volunteers. Due consideration will be given to the reasonable suggestions offered by the staff.

D. FILLING OF TEMPORARY VACANCIES FOR NON-INSTRUCTIONAL STAFF.
Vacancies for non-instructional staff which occur during the school year are to be filled on a temporary basis until the end of the school year.

E. SUPERVISION OF TEACHER INTERNS

1. Supervising teachers shall be tenured in Vicksburg or have at least five (5) years of combined teaching experience. Selection of supervising teachers shall be made by the Administration with the teacher's consent, but no teacher will be assigned more than one (1) teacher intern per school year, unless by written agreement with the supervising teacher.
2. Supervising teachers shall be notified of teacher intern assignment as soon as possible.

F. ELEMENTARY MUSIC, ART, AND PHYSICAL EDUCATION.

1. Elementary classroom teachers shall not be assigned to teach Music, Art or Physical Education unless certified in that area. Said teacher's planning time will be equal to other teacher's planning time. Every reasonable effort will be made to provide physical education, music and art instruction for a minimum of forty-five (45) minutes per week, each.
2. A reasonable effort will be made to provide the kindergarten classes some music, art, and/or physical education instruction to be taught by a specialist.

G. MENTOR TEACHERS.

1. A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and the Board of Education adopted "VCS Mentoring Program", outlined in the VCS Teacher Support and Mentoring Program document. A Mentor Teacher shall

perform the duties of a Master Teacher as specified in the code and in any guidelines for teacher mentoring established by the Michigan Department of Education and the current VCS Board of Education adopted “Mentoring Program.”

2. Because the purpose of the Mentor-Mentee match is to acclimate the Mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential.

ARTICLE SEVEN (7) PUPIL/TEACHER RATIO

A. CLASS SIZE AND PUPIL/TEACHER RATIO. The Board recognizes certain educational advantages in carefully managing both class size and overall pupil/teacher ratios. The Board further recognizes that a wide range of factors impact conditions for teaching and learning, and that decisions impacting class size and pupil/teacher ratios need to take into account all relevant factors including but not limited to scheduling, curriculum content, teaching resources and technologies, student characteristics, enrollment patterns, and financial resources. The Board agrees that it will strive to maintain pupil/teacher ratios consistent with the guidelines guidelines outlined below, taking into consideration the financial resources of the District and the availability of competent staff and facilities:

K-3 at 25 to 1
4 - 6 at 30 to 1
Secondary academic at 30 to 1

B. REVIEW PROCESS Because decisions and plans for structuring the school day and schedule and organizing curriculum, programs, and services can impact class size and pupil/teacher ratio, the Board agrees to work with teachers to evaluate and project class size and pupil/teacher ratio ramifications of program, curriculum, and school restructuring changes before implementation.

When a concern regarding class size or overall pupil/teacher ratio as stated in Section A arises at any time during the school year, the teacher(s) should:

1. Notify the Principal of that building that such a problem exists. The Principal and teacher(s) should attempt to resolve the situation.

2. The Principal and teacher(s) may also involve mutually agreed upon staff members from the teacher’s department or grade level for the purpose of developing a solution.

3. Any resolutions which involve additional expenditures shall be submitted to the Superintendent who will review the recommendation and render a decision within five working days, pending Board approval.

C. STATIONS. The number of pupils shall not exceed the available pupil stations.

D. ELEMENTARY ACCOMMODATIONS. The number of students shall not exceed the number which can be adequately and safely supervised. The Board will appropriately and reasonably

accommodate classrooms to assure access for students with disabilities with minimal distraction to the educational setting.

E. ELEMENTARY PHYSICAL EDUCATION COMBINATION. Classes will not normally be combined for the teaching of elementary physical education.

ARTICLE EIGHT (8) - LEAVES OF ABSENCE

A. SICK LEAVE. Sick leave is paid leave to be used as prescribed below. All accrued benefits earned as of the start of an authorized paid sick leave shall continue for the duration of said leave.

B. ANNUAL SICK LEAVE ALLOWANCES. Employees under contract shall be credited with sixty-four (64) hours of PTO sick leave at the beginning of each school year. Part-time employees, employees on less than a full-year contract, or employees who do not complete their contracted obligation shall receive prorated PTO sick leave. Leave may be taken in one (1) hour minimal increments or more.

C. ACCUMULATED SICK LEAVE. The unused portion of sick leave hours shall accumulate to a total of one hundred eighty (180) days or one thousand four hundred and forty (1440) hours carry over into the next year. An employee who wishes to donate Personal Leave hours to another suffering from a "serious health condition," as defined by the FMLA, funeral leave, or maternity leave, and who has otherwise exhausted his/her paid leave may do so by notifying the Human Resources department in writing, including the name of the donor, the name of the intended recipient, the number of hours to be donated and the date. The donor must have the necessary available balance of Personal Leave hours in order for the transaction to take effect. The donor's Personal Leave balance will be reduced by the amount of the donation. The recipient must have exhausted his/her Sick Leave. All hours must be used by the recipient as Sick Leave in the year donated.

D. USE OF SICK LEAVE. Credited sick leave hours may be used as follows, provided timely prior notification is given to proper supervisor:

1. Personal illness and/or disability due to an accident or pregnancy - limited to accrued sick leave hours. A non-child-bearing spouse may use up to three (3) days of accrued sick leave for the care of a newborn child. Any personal, medical, or professional obligations that cannot be scheduled outside of work hours.
2. Parental leave for the adoption of a child to commence on the date of placement of the child by an adoptive agency for a maximum of four (4) weeks. Where both parents work for the District, the maximum combined leave time for adoption shall be six (6) weeks.
3. Illness of a child, current spouse or a person living in the employee's household who is 70% financially and physically dependent upon the employee for at least a period of one

(1) school year.

4. Sick leave may not be used for routine health examinations, dental appointments or surgical procedures which could be scheduled outside of normal work hours.

5. Admission of a member of the employee's immediate family (father, mother, husband, wife, child, brother, sister, grandparents, in-laws, grandchildren, or others who may have acted in loco parentis) to a hospital or nursing care facility, or a verified comparable situation regarding the employee's immediate family which requires the presence of the employee, which could not be arranged outside of normal school hours, up to a maximum of forty-eight (48) hours per year.

6. Extensions of the above may be granted by the Superintendent or his designee.

7. It is agreed by both parties that no charge will be made to an individual employee's accumulated sick leave when absent due to contracting head lice as a result of examining students for head lice infestation.

8. Circumstances covered by the Paid Medical Leave Act (PMLA), PA 335 of 2018, not otherwise covered by this Agreement.

E. PERSONAL LEAVE. Employees under contract shall be credited with sixteen (16) hours of personal leave at the beginning of each school year. Employees may also use personal leave time for any of the allowable Sick Leave purposes listed under 8 D. Use of Sick Leave. Personal leave may be taken in one (1) hour minimal increments or more.

1. The use of a personal day immediately preceding or following a school vacation or legal holiday will be prohibited, except in cases of extreme hardship and must have prior approval of the Superintendent.

2. A personal leave request must be submitted in writing to the employee's immediate supervisor at least three (3) days in advance of the desired time off. Employees who cannot meet the three-day notice requirement need to state the reason for the emergency personal leave request in writing to their Principal, and the Principal has full authority to deny the request.

3. An employee who does not use the full two (2) days of personal time in a year may carry over to the next year up to two (2) days (sixteen [16] hours) of unused personal leave. The maximum carryover will be two (2) days (sixteen [16] hours), resulting in a maximum of four (4) days personal leave available to that teacher in any given year. Any unused personal leave in excess of sixteen (16) hours at the end of the school year will be credited back to and accrued to sick leave as per 8 C. Accumulated Sick Leave, or the employee may have the option to cash in personal leave at the following rates. Payouts will occur in June of the current school year:
    a. 8 hours of personal leave: $200
    b. 16 hours of personal leave: $400

VEA members who choose the payout option for unused personal leave will still be eligible for the attendance incentive stipend and the perfect attendance drawing assuming they meet the requirement for perfect attendance.

4. Non-Chargeable Personal Leave PTO: It is understood and agreed that employees will be allowed to use time before school begins and after school ends to take care of emergency situations and/or special personal situations that cannot be scheduled outside the normal work day up to three (3) times per year. Said non- chargeable personal leave shall normally be taken either the first or last 45 minutes of the employee's work day (so that it will not encroach upon student contact time) with the approval of the building administrator.
    a. Whenever non-chargeable personal leave time extends beyond the prescribed elementary or secondary time frames (Elementary: 8:00-8:45 a.m. and 3:35-4:00 p.m.; Secondary: 2:35-3:25 p.m.), the remaining time used shall be charged to said employee's personal leave. Any full day personal leave time shall be fully chargeable.
    b. For all non-chargeable personal requests, a record shall be kept by the Employee's supervisor or designee.
    c. The building principal will have the authority to accept or deny the request on a case-by-case, non-precedent setting basis.

F. FUNERAL LEAVE. Funeral leave as provided herein shall be deducted from the employee's accumulated sick leave hours.

1. Death in immediate family (father, mother, husband, wife, child, brother, sister, in-laws, grandchildren, grandparents or others who may have acted in loco parentis) - forty (40) hours per occurrence.
2. Death of relatives outside the immediate family - eight (8) hours per occurrence.
3. Other deaths - one (1) day per occurrence may be used to attend the funeral of a close friend.
4. Extensions allowing the use of personal or sick leave of the above may be granted by the Superintendent or his designee.
5. Every effort will be made to accommodate employees who wish to attend the funeral of a student or employee. Should the Superintendent decide to close school to accommodate attendance at a funeral, time will be added to the school calendar as needed to make up for lost time to meet state requirements.

G. ABUSE OF LEAVE. The parties agree that deliberate abuse of leave constitutes serious misconduct. In the event that the Board has established good cause to believe that a non-instructional staff member has made a false report regarding any type of leave, or has otherwise abused leave privileges, said employee shall be subject to the following disciplinary action:

1. First offense - written reprimand and loss of pay equivalent to abused day(s).
2. Subsequent offenses - written reprimand and loss of pay equivalent to abused day(s), with possibility of further disciplinary action up to and including dismissal.

H. DISABILITY LEAVE WITHOUT PAY. Employees on disability leave without pay shall adhere to the following conditions:

1. Such leave shall be for the duration of the disability, but not to exceed one (1) year.

2. A disabled employee shall request in writing to the Board of Education to be placed on disability leave as soon as medical confirmation of the disability is made. An employee on disability leave shall either exhaust or bank sick leave, subject to the requirements of the District-provided Long Term Disability insurance plan.

3. Any employee who can anticipate a disability in advance must request in writing a disability leave at least sixty (60) days prior to the expected date of such leave.

4. Any employee who can anticipate a disability in advance shall be permitted to continue working as long as he/she satisfactorily performs all regular and normal duties and functions of his/her position. If the employee can no longer fulfill the essential functions of his/her position, the employee will be placed on disability leave.

5. An employee on disability leave of one (1) semester or more who desires to return to duty shall submit a written request to the Superintendent at least thirty (30) days prior to the date he/she wishes to return or prior to the end of the leave, whichever is earlier. The employee shall return no later than the first day of the beginning of a semester following the date of the employee becoming eligible to return.

6. An employee returning from disability leave shall remain on the same salary schedule step as at the time of the departure unless the employee was employed more than one hundred (100) days during the school year when the leave commenced. In that case, the employee shall return at the next higher step on the salary schedule for the school year following the leave.

7. Action shall be taken by the Board on a case-by-case basis for failure to report to work or failure to follow the above requirements and responsibilities. Such Board action shall not constitute a precedent.

8. Physicians' statements shall be required by the Board to certify the need for such disability leave and that the employee is capable of returning to work from such leave without restriction or limitation.

I. JURY DUTY. An employee called for jury duty shall be compensated for the difference between said employee's pay and the pay received for the performance of such obligation for each such day jury duty is required of the employee. The employee shall, therefore, turn over to the District any pay received from the court for jury duty, exclusive of mileage, parking, and/or other incidental reimbursements. Elementary staff released from jury duty prior to 1:00 p.m. and secondary staff released prior to 12:30 p.m. shall return to work after a lunch as soon as possible.

J. TESTIMONY. An employee subpoenaed before any administrative or judicial tribunal to give testimony shall be compensated for the difference between said employee's pay and the pay received as witness fee for so testifying for each day the employee is required before such tribunal for that purpose. This provision shall not apply to any employee who is giving such testimony in an action where the employee, employees or the Association bring or is a party to such action against the Board of Education.

K. COMPENSABLE INJURY. For the necessary absences from normal assignments because of a disability resulting from an injury arising out of or in the course of employment by the Board, the affected employee shall be paid the difference between said employee's net regular compensation and any benefits received under the Workers' Compensation Act to the extent the employee's unused accumulated sick leave credits provide sufficient funds for this purpose. Payments from accumulated sick leave to supplement Workers' Compensation payments will only be made after Workers' Compensation payments are determined and will not be used as an offset against Workers' Compensation. The Board shall continue to pay the monthly premium for health and dental insurance for a period of three (3) calendar months or until the end of the school year, whichever is greater, after the date of the injury.

If an employee suffers an injury resulting in lost work time during the course of employment due to an assault by a student, any resulting loss of work, up to the equivalent of ten (10) working days total per incident, shall not be deducted from the member's sick leave, and shall instead be fully covered by the district. Extensions to the above may be granted at the Superintendent's discretion. FMLA leave will run concurrent with workers' compensation leave.

L. LEAVE OF ABSENCE WITHOUT PAY. Upon written application and with prior Board approval, a leave of absence without pay or fringe benefits may be granted to employees who have completed their probationary period. Applications for leaves of absence without pay should be submitted for Board evaluation at least one semester prior to the commencement of the requested leave. A leave granted by the Board under these provisions cannot exceed a maximum of one (1) calendar year. The following purposes will be considered by the Board in evaluating applications for leaves of absence without pay:

1. Approved study, research or special teaching assignment involving probable advantage to the school system.
2. For the purposes of Family Leave which falls outside of the provisions of this contract and/or FMLA entitlement.

3. Other reasons approved by the Board on a case-by-case basis which shall not establish precedent.

An employee must actually work a minimum of one hundred (100) days during the school year of the leave to advance on the salary and seniority schedules. Longevity will accrue.

If the Board finds the purpose of an approved leave of absence without pay to be of direct benefit to the District, the Board may, at its discretion, apply the time of unpaid leave toward advancement on the salary and seniority schedules.

M. FAMILY MEDICAL LEAVE ACT. The provisions of the FMLA shall apply to this Article where appropriate. The FMLA leave shall be calculated on a rolling backward leave basis; except, military caregiving leave will be calculated on a rolling forward basis to the extent required by law.

N. ADJUSTMENTS TO PAY If an employee's contract is adjusted the employee will be provided with a detailed calculation outlining the change.

ARTICLE NINE (9) – PERSONNEL MATTERS

A. GENERAL STATEMENT. It shall be the policy of the Board and of all administrators in the Vicksburg Community Schools to assist non-instructional personnel, both new and experienced, to become more useful and valuable members of the staff, to warn them regarding practices which may not be acceptable, to uphold them in the proper discharge of their duties and to guarantee them courteous and considerate treatment at all times. It is the intent of the Board and the Association to establish a work group to revise the evaluation instrument and all relevant Contract language in order to be in compliance with all existing State law within the term of this Contract.

B. CONTENTS OF PERSONNEL FILE. An employee will have the right to review the contents of records, excluding initial references of the District pertaining to said employee, originating after initial employment and to have a representative of the Association accompany him/her in such review. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless an employee has had an opportunity to review the material. The employee may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the parties hereto mutually agree the material to be placed in the file is inappropriate or in error, the material will be corrected or removed from the file, whichever is appropriate to the extent allowable by law.

C. PERFORMANCE. A teacher shall advance vertically to the next incremental step on the salary schedule or shall remain at the maximum level thereof so long as said teacher continues to

receive an effective evaluation. In the event said teacher receives less than an “effective” evaluation, said teacher shall not be advanced vertically on the salary schedule until such time as an “effective” rating is received.

ARTICLE TEN (10) - CURRICULUM AND SCHOOL IMPROVEMENT COMMITTEES

A. PURPOSE. In order to establish a method of developing consistency, coordination and continuity of District programs, the Board of Education establishes the District Continuous Improvement Team and various District and grade level Steering Committees. The Leadership Committees will serve as coordinating agents for ongoing evaluation, modification and improvement of the District’s K-12 Program.

B. CURRICULUM AND SCHOOL IMPROVEMENT PROCEDURES. The Board and the Association agree to facilitate operation of by agreeing on the following:

1. Each teacher will serve on Curriculum and School Improvement Committee(s) in the manner specified in the Curriculum Instruction Handbook
2. The Committees will function according to those guidelines specified in the Vicksburg Community Schools Curriculum Instruction Handbook.
3. All recommendations forthcoming from the Committees will be of an advisory capacity only and recommendations not approved by the Board will not constitute the basis for a grievance.
4. Each teacher will be expected to attend all committee meetings.
5. All Committee chairpersons will be appointed by Administration after taking input from the committee.
6. Grade Levels, Departments, K-12 Committees, Ad Hoc Committees, and CIP Teams will meet in the manner specified in the Guide for Instructional Improvement.
7. The Board of Education may provide release time within the work day for committee activities.
8. The VEA president will be included in the minutes distribution list for Grade Level and Department Meetings.

ARTICLE ELEVEN (11) - SENIORITY

A. DEFINITION. When the Board determines District finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction of non-instructional staff, employees may be laid off.

B. SENIORITY. The term “seniority” as used in this Article shall be length of continuous service under contract with the Vicksburg School District. The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous service. Time on approved voluntary unpaid leaves or transfer to a non-bargaining unit position which occurs on or after January 28, 2008 shall count toward accrued seniority. If the employee has less than 100 days of service in a contract year, they will not accrue seniority for that school year. Unpaid leave prior to January 28, 2008, shall be deducted from seniority. Unpaid leave shall not constitute a break in continuous service. Time on medical leave while on layoff shall count toward the accrual of seniority for layoff and recall purposes only. The seniority is lost when the employment is severed by accepting employment elsewhere, resignation, retirement, or discharge. Further, all seniority is lost for layoff in excess of twelve (12) months for non-tenure teachers and in accordance with the applicable provisions of the Tenure Act for tenure teachers. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but may serve to reduce the probationary period in accordance with the provisions of the Tenure Act. In the event two (2) or more employees have the same date of hire*, the employees shall participate in a mutually agreed upon tie-breaking drawing with the Association represented for purposes of establishing seniority ranking on the seniority list. This Section (B. Seniority) shall apply to all new employees hired after June 30, 2008. Those employees placed on the seniority list prior to June 30, 2008 shall not be adjusted. Those employees hired before July 1, 1984, shall come under the expired contract (1981 - 1984) V.E.A.- K.C.E.A. language, page 22, Item I., which is as follows: Definition of Seniority. Seniority shall be measured from the date of the employee’s signature on their first contract of employment in the School District. When two (2) or more employees are hired on the same day, the reverse alphabetical order of the last names shall be the determining factor. If reverse alphabetical order is not a determining factor, then the unit member with the lowest social security number shall first be reinstated from a layoff. Should a bargaining unit member return to the school system after resigning, previously accrued seniority shall be reinstated upon return to employment, but employees on unpaid leaves of absence shall accrue prorated seniority for time worked in a school year for layoff and recall purposes only.)

*Date of hire constitutes the first day the employee reported for work, from which there has been continuous service under contract, not to be confused with the date of signing.

C. QUALIFICATIONS. For purposes of this Agreement, “certified” shall be defined as certified or approved under the State of Michigan School Code and Department of Education Teacher Certification Rules. “Qualified” shall be in accordance with all State and Federal Guidelines.

D. INDIVIDUAL CONTRACTS. In the event a non-instructional employee is laid off, the employee’s individual contract of employment shall terminate and the Board’s obligation to pay salary or fringe benefits shall terminate, after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Non-instructional employees who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale, if employed for one (1) semester or more of the school year. It is further agreed that

any layoff shall suspend for the duration of the layoff period, the Board's obligation to pay salary or fringe benefits under any employee's individual employment contract or under this Collective Bargaining Agreement.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members laid off during the term of this Agreement, Paragraph B of Article Eleven (11) of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payment during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed laid off professional staff members who have fulfilled their contractual obligation shall have their insurance benefits continued until September 1 in the year of layoff.

E. CHANGE IN CERTIFICATION. Teachers shall inform the Superintendent, in writing, of any contemplated changes in certification or qualification by May 1 of each Year.

F. SENIORITY LIST VERIFICATION. By the first day of second semester of each school year, the Board shall provide the Association President with an up-to-date list, to minimally include the following: Date of hire, dates of unpaid leaves of absence, certification(s) held, major(s)/minor(s) and tenure or probationary status. Said list shall be in rank order with the most senior employee in the District being first on the list. The dates for any employee's unpaid leave(s) of absence shall reflect the first and last work dates missed by the employee as a result of the leave(s). Challenges to the seniority list shall be made by the Association within thirty (30) days of notification by the Board of Education.

G. UNEMPLOYMENT COMPENSATION BENEFITS. An employee, who is laid off and who is paid unemployment benefits (associated with his/her regular assignment) during the summer immediately following the layoff and who is subsequently recalled to a position prior to the first day of the next school year, shall have his/her compensation reduced by one hundred percent (100%) of the gross dollar amount of the unemployment compensation benefits he/she received in the summer in accordance with then applicable law.

H. ADMINISTRATOR RIGHTS TO RETURN TO TEACHING POSITION. Any employee, who shall be transferred to or hired for an administrative or supervisory position and shall later return to or be assigned an employee status, shall be entitled to such rights as the employee may have had or would have had under this Agreement had the employee not been hired for or transferred to such an administrative or supervisory Status.

ARTICLE TWELVE (12) - GRIEVANCE PROCEDURE

A. DEFINITION. A grievance is an alleged violation of the terms and conditions of the employee's collective bargaining agreement and may be processed as herein set forth. No grievance shall duplicate any claim under the Teacher Tenure Act, as amended from time to time.

B. PROCEDURE.

1. Level One: An employee with a grievance shall present it in writing with the following information:
    a. It shall be signed by the grievant or grievants;

    b. It shall contain a synopsis of the facts giving rise to the alleged violation;

    c. It shall cite the section or subsection of this Agreement alleged to have been violated;

    d. It shall contain the date of the alleged violation;

    e. It shall specify the relief requested.

    The grievance shall be discussed with the employee's immediate supervisor or principal, individually or together with the Association Representative or through the Association Representative. Such discussion shall take place within ten (10) working days of the employee's knowledge of the occurrence of the event upon which the grievance is based or within ten (10) working days of when a reasonably prudent person would have knowledge of the event upon which the grievance is based.
        i. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her designees. The grievance shall be filed at Level Two within ten (10) working days of the event upon which the grievance is based.
        ii. The decision rendered at this Level One shall be presented in writing within ten (10) working days after presentation of the grievance.

2. Level Two: If the Association or individual is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance shall be transmitted to the Superintendent within ten (10) working days. Within ten (10) working days, the Superintendent or his/her designee shall meet with the Association and/or individual on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association and the employee.

3. Level Three: If the Association is not satisfied with the disposition of the grievance or if no dispositions has been made within the period above provided, the grievance may be settled through non-binding mediation with a MERC mediator provided by the district. Such action must take place within five (5) working days of receipt of the Board's decision, or expiration of the time limit. The timeline for mediation must be agreed upon by the district and the Association. The mediator shall utilize a non-arbitrary and capricious standard of review when issuing any finding and any remedies.

4. Level Four: If the Association's Executive Committee is dissatisfied with the Superintendent's answer or if the Superintendent failed to answer the grievance within the

time provided in Level Two, the Association may elect to submit the matter to arbitration, provided the Association initiates the arbitration process by filing a written notice to arbitrate with the Superintendent of the District within thirty (30) calendar days after receipt of the Superintendent's answer or the first day after the end of the period in which it was due. The arbitrator will be selected through the American Arbitration Association in accordance with its rules, then in effect, when the Association files a demand within thirty (30) calendar days after receipt of the Superintendent's answer.

The powers and authority of the arbitrator are subject to the following limitations:

a. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the provisions contained herein.

b. The arbitrator shall have no authority to rule on any matter that may be processed to the Tenure Commission, consider or rule on the continued employment of a probationary teacher, except as the Board is limited by Section G (4) of Article 9 of this Agreement.

c. The arbitrator shall have no authority to rule on the continuation of extra duty programs or whom the Board selects for said functions.

d. The arbitrator shall have no authority to change a practice, policy or rule of the Board nor substitute his/her judgment for that of the Board or as to the reasonableness of any action taken by the Board, except when such practice, policy or rule is limited by the terms of this Agreement.

e. The decision of the arbitrator may be appealed by either party to this Agreement provided such appeal is filed with a court of competent jurisdiction within twenty (20) calendar days after receipt of the arbitrator's decision. In the event neither party to this Agreement appeals the arbitrator's decision within the twenty (20) day appeal period, the arbitrator's decision shall become final and binding thereafter.

C. MISCELLANEOUS.

1. A grievance may be withdrawn at any level without prejudice or record and in the event of such, the Administration is no longer obligated to meet with the individual employee.

2. No reprisals of any kind shall be taken by or against any party of interest or any authorized participant in the Grievance Procedure by reason of such participation.

3. Forms for filing and processing grievances shall be provided by the Association.

4. The expenses and wages of witnesses and representatives of the parties shall be borne by the party for whom they appear.

5. The cost and fees of the arbitrator shall be borne equally by the parties to the proceedings

6. The parties agree that grievances should be processed in a timely manner. Should there be a dispute as to timeliness, and the matter of timeliness is not resolved during the

course of the grievance procedure, it is agreed the matter shall be heard first at the time of arbitration. The arbitrator shall rule first on timeliness before considering and ruling on the merits of the grievance.

7. Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Agreement may be processed under the terms thereof through arbitration.

8. Any arbitration must be held in compliance with the Michigan Uniform Arbitration Act of 2012.

VEA

Vicksburg Education Association

Vicksburg Community Schools, Vicksburg, MI 49097

Grievance Report Form

DATE OF ALLEGED GRIEVANCE:

DATE CLAIM FILED:

NAME(S) OF GRIEVANT(S):

1. Statement of Grievance

2. Applicable Portion(s) of the Agreement

3. Relief Requested

_____ _____ _____

Signature of Grievant **Union Representative/Position** **Date**

Date Discussed with Supervisor: _____

ARTICLE THIRTEEN (13) - CONTRACT MAINTENANCE

A. SAVINGS CLAUSE. If, during the life of this Agreement, any of the provisions herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

B. ENTIRE AGREEMENT. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

C. PROSCRIBED ACTIVITY. The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, or other concerted activity against individual members of the Board. The Board agrees that it will not lock out any employee during the term of this Agreement or during any period during which a successor agreement is being negotiated by the parties. The Board also agrees that it will not, during the period of this Agreement, engage in any unfair labor practice as defined in the Public Employment Relations Act and the Association agrees not to engage in a sympathy or unfair labor practice strike or concerted activity.

D. SPECIAL CONFERENCES. The parties agree to have their authorized representatives meet at a mutually satisfactory time for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom.

1. Either party may request a meeting, when the need arises, by submitting a written agenda with a request for such meeting. Such requests may not be submitted more frequently than once a month.

2. The representatives will strive to meet within one (1) week of receipt of the request by the other party.

3. These meetings are not intended to bypass the Grievance Procedure.

E. EMERGENCY MANAGER NOTICE. An emergency manager appointed under the local government and school district fiscal accountability act may reject, modify, or terminate this agreement as provided in such act.

F. DURATION OF AGREEMENT. This Agreement supersedes all prior agreements between the parties hereto and shall become effective as of the 9th Day of February, 2026 and shall remain in full force and effect until the 30th Day of June, 2027. Upon the enactment of new laws both parties agree to meet within a reasonable amount of time to bargain.

KALAMAZOO COUNTY EDUCATION ASSN.
VICKSBURG EDUCATION ASSOCIATION

Kelly MacDonell, VEA Chief Bargainer

2-18-26
Date

Dustin Morris, VEA President

2/18/26
Date

BOARD OF EDUCATION

Keevin O'Neill, Superintendent

2/18/26
Date

APPENDIX A

SALARY SCHEDULE

A. **DEFINITIONS FOR INITIAL PLACEMENT ON SALARY SCHEDULES.** Placement is determined by degree held and earned credit hours in addition to BA or MA at time of hire. Credit hours will be accepted in accordance with current federal and state requirements and which are relevant to the teaching assignment.

1. B.A. Schedule: Shall apply to all teachers or non-instructional personnel meeting the following conditions:
    a. Possess a Baccalaureate Degree from an accredited college or university.

    b. Hold a current, valid Michigan Teaching Certificate.

    c. This schedule shall also apply to those possessing a BA/BS degree for vocational educations

2. M.A. Schedule: M.A. Schedule shall apply to all teachers meeting the following conditions:
    a. Complete a Master's Degree from an accredited college or university.

    b. Hold a current, valid Michigan Teaching Certificate.

3. M.A. +15 schedule: Shall apply to all teachers meeting the following conditions:
    a. Complete at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university.

    b. Hold a current, valid Michigan Teaching Certificate.

PROCEDURES AND CONDITIONS FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE:

1. Courses/credits for advancement on the salary schedule shall be submitted to the Superintendent for preapproval on the credit approval form prior to the initiation of coursework or be part of a District pre-approved planned university program. All credits must be at a level at least commensurate with the degree presently held by the employee and be directly related to the District's school curriculum or be directly related to a District-approved program of study.

2. All completed courses/credits must be submitted to the Superintendent on an official transcript of credits, grade slip, or instructor's letter from an accredited college or university prior to receiving credit reimbursement and/or horizontal advancement on the salary schedule. Audited courses shall not apply.

3. All new staff subject to the current bargaining agreement are required to complete the VCS Professional Development Program consisting of Instructional Skills I and Instructional Skills II. Advanced Instructional Skills is offered but not required for any purpose. At the time of ratification of this contract, any teachers not on the MA+15 lane and holding a MA degree +15 credits shall contact Human Resources and complete the necessary paperwork to request to advance to the MA+15 pay lane retroactively to the beginning of the 25-26 school year.

4. For changes to take effect at the beginning of a new school year, notify Human Resources by June 1 of the previous school year that the requirements for horizontal advancement will be completed before the first day of the new school year.

5. For changes to take effect at the beginning of the second semester in a school year, notify Human Resources by September 1 of the same school year that the requirements for horizontal advancement will be completed before the first day of the second semester.

SCHEDULE A - 5% increase for 2025-2026 including retroactive pay for this school year
With additional one-time payment of $1000 27L funding
4% increase for the 2026-2027 school year.

BA			MA			MA+15		
Step	2025-2026	2026-2027	Step	2025-2026	2026-2027	Step	2025-2026	2026-2027
1	43,303	45,035	1	47,586	49,489	1	50,561	52,583
2	44,948	46,746	2	49,251	51,221	2	52,229	54,318
3	46,657	48,523	3	50,975	53,014	3	53,952	56,110
4	47,989	49,909	4	52,280	54,371	4	55,226	57,435
5	49,813	51,806	5	54,110	56,274	5	57,048	59,329
6	51,706	53,774	6	56,003	58,243	6	58,931	61,289
7	53,178	55,305	7	57,432	59,729	7	60,317	62,730
8	55,200	57,408	8	59,442	61,819	8	62,308	64,800
9	57,296	59,588	9	61,523	63,984	9	64,363	66,937
10	59,495	61,875	10	63,698	66,246	10	66,512	69,173
11	61,757	64,227	11	65,864	68,499	11	68,707	71,455
12	64,103	66,667	12	68,104	70,828	12	70,974	73,813
13	65,328	67,941	13	70,427	73,244	13	73,325	76,258
14	66,570	69,233	14	72,823	75,736	14	75,744	78,774
15	67,834	70,548	15	75,298	78,310	15	78,244	81,374
16	69,124	71,889	16	77,858	80,972	16	80,826	84,059
17	70,437	73,255	17	79,026	82,187	17	82,119	85,404
18	71,775	74,646	18	80,212	83,420	18	83,433	86,770
19	73,139	76,064	19	81,415	84,671	19	84,768	88,158
20	74,529	77,510	20	82,635	85,940	20	86,124	89,569
21	75,944	78,982	21	83,875	87,230	21	87,502	91,002
22	77,388	80,484	22	85,132	88,537	22	88,901	92,457
23	78,857	82,011	23	86,410	89,866	23	90,324	93,937
24	80,357	83,571	24	87,707	91,215	24	91,770	95,441
25	81,883	85,159	25	89,022	92,583	25	93,486	97,225
+1	83,439	86,777	+1	90,357	93,971	+1	95,234	99,043
+2	85,024	88,425	+2	91,712	95,380	+2	97,014	100,894

NOTE: Increased salary amounts listed as “+1” and “+2” represent longevity pay for each lane and are paid sequentially, subject to the evaluation requirements in Article 9, Section C, like all other step increments within the salary scale. For the duration of this contract, the “+2” step represents the maximum longevity level.

For example, VEA Members who were placed on Step 25 for the 2024-2025 school year will advance to the “+1” step of their salary lane for 2025-2026. VEA Members who advance to Step 25 during the 2025-2026 school year will advance to the “+1” step in 2026-2027. Furthermore, VEA Members who were placed on the “+1” step for the 2025-2026 school year will advance to the “+2” step for the 2026-2027 school year.

APPENDIX B

EXTRA DUTY POSITIONS

The Board of Education reserves the right to cancel any of the additional service programs set forth in Appendix B and to determine those persons who will function in said position.

Employees hired after the effective date of this Agreement shall not be paid less than the base rate for any of the additional service programs set forth in Appendix B.

Teachers employed for middle and high school vocal and instrumental music and agriscience are required to accept extra duty assignments as designated. Elementary vocal music teachers may choose to receive the stipend by performing the duties of an upper and lower elementary program and a choir.

- Extra duty salaries for both athletic and non-athletic positions shall be paid in one lump sum at the end of the season, activity or school year. Teachers electing to have their extra duty prorated must notify the Human Resources Office in writing by September 15. Prorated pay will appear in biweekly paychecks starting with the first pay period in October. (Non-teaching staff coaches shall receive their pay in a lump sum payment at the end of the sport season.)
- Dollar amounts are determined by multiplying the percentages listed on Schedule B by Step 1 of the BA Scale in Schedule A.

VEA Schedule B Percentage of BA Step 1

POSITION	Step 1	Step 2	Step 3	Step 4	Step 5 VEA ONLY
AIM HIGH ADVISOR	2.83%	2.83%	2.83%	2.83%	3.11%
BATTLE OF THE BOOKS COORDINATOR (3)	1.35%	1.47%	1.60%	1.71%	1.89%
BTAT CHAIR - ELEMENTARY (K-5)	2.83%	2.83%	2.83%	2.83%	3.11%
BTAT CHAIR - SECONDARY (6-12)	2.83%	2.83%	2.83%	2.83%	3.11%
BUILDING COORDINATOR (1/BLDG)		2.83%			3.11%
DEBATE/FORENSICS COACH (when not part of class)	5.68%	5.92%	6.16%	6.40%	7.05%
DEPARTMENT / CURRICULUM / GRADE CHAIR	3.25%	3.25%	3.25%	3.25%	3.53%
DEPT/CURR. SECRETARIES	0.24%	0.24%	0.24%	0.24%	0.24%
DISTRICT ACADEMIC COACHING COORDINATOR	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT CISM SPECIALIST	2.70%	2.95%	3.20%	3.43%	3.83%
DISTRICT ENGLISH LANGUAGE COORDINATOR K-12	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT LITERACY COORDINATOR - ELEMENTARY	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT LITERACY COORDINATOR - SECONDARY	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT MATH COORDINATOR--ELEMENTARY	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT MATH COORDINATOR--SECONDARY	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT MENTOR COORDINATOR	2.83%	2.83%	2.83%	2.83%	3.11%
DISTRICT WELLNESS PROGRAM COORDINATOR	5.68%	5.92%	6.16%	6.40%	7.05%
ELEM 4-8 MUSICAL (2)	5.92%	6.52%	7.11%	7.69%	8.46%
ELEM DRAMA OR ART CLUB (1/bldg)	0.43%	0.50%	0.54%	0.58%	0.64%
ELEM STUDENT COUNCIL ADVISOR (3)	2.70%	2.95%	3.20%	3.43%	3.83%
ELEM TESTING COORDINATOR (3)	4.26%	4.44%	4.62%	4.81%	5.28%
ELEM VOCAL MUSIC (1/bldg)	2.70%	2.95%	3.20%	3.43%	3.83%
ELEMENTARY YEARBOOK ADVISOR (3)	1.35%	1.47%	1.60%	1.71%	1.89%
HS BAND DIRECTOR (2)	11.83%	12.84%	13.50%	14.14%	15.56%

HS BOOKSTORE	6.91%	7.16%	7.41%	7.65%	8.41%
HS DRAMATICS COACH (when not part of class)	5.68%	5.92%	6.16%	6.40%	7.05%
HS FALL PLAY	5.92%	6.52%	7.11%	7.69%	8.46%
HS FFA/VICA/DECA/BPA ADVISOR	5.61%	6.18%	6.74%	7.29%	8.01%
HS FRESHMAN CLASS ADVISOR (2 MAX)		0.87%			0.95%
HS JUNIOR CLASS ADVISOR (2 MAX)		1.73%			1.90%
HS MUSICAL (1 - Vocal)	5.92%	6.52%	7.11%	7.69%	8.46%
HS MUSICAL ARTISTIC DIRECTOR	9.99%	9.99%	9.99%	9.99%	9.99%
HS MUSICAL CHOREOGRAPHER	3.00%	3.00%	3.00%	3.00%	3.00%
HS MUSICAL PIT DIRECTOR	3.12%	3.12%	3.12%	3.12%	3.12%
HS NATIONAL ART HONOR SOCIETY	4.26%	4.44%	4.62%	4.81%	5.28%
HS NHS ADVISOR	5.68%	5.92%	6.16%	6.40%	7.05%
HS PEER TO PEER	2.83%	2.83%	2.83%	2.83%	3.11%
HS ROBOTICS COACH	4.26%	4.44%	4.62%	4.81%	5.28%
HS SENIOR CLASS ADVISOR (2 MAX)		1.87%			2.06%
HS SKI CLUB ADVISOR (1)	1.35%	1.47%	1.60%	1.71%	1.89%
HS SOPHOMORE CLASS ADVISOR (2 MAX)		0.94%			1.03%
HS STUDENT COUNCIL ADVISOR	5.68%	5.92%	6.16%	6.40%	7.05%
HS STUDENT PUBLICATION (when not part of class)	0.43%	0.50%	0.54%	0.58%	0.64%
HS TESTING ACCOMMODATIONS COORDINATOR	4.26%	4.44%	4.62%	4.81%	5.28%
HS TESTING COORDINATOR	4.26%	4.44%	4.62%	4.81%	5.28%
HS VOCAL	8.88%	9.77%	10.66%	11.53%	12.68%
HS YEARBOOK ADVISOR	5.68%	5.92%	6.16%	6.40%	7.05%
MS ALTERNATE PROGRAMMING COORDINATOR	2.83%	2.83%	2.83%	2.83%	3.11%
MS ASAP - ART CLUB	1.35%	1.47%	1.60%	1.71%	1.89%
MS BAND DIRECTOR (2)	5.92%	6.52%	7.11%	7.69%	8.46%
MS CODING CLUB ADVISOR	1.35%	1.47%	1.60%	1.71%	1.89%
MS D&D CLUB ADVISOR	1.35%	1.47%	1.60%	1.71%	1.89%
MS FFA ADVISOR	2.70%	2.95%	3.20%	3.43%	3.83%
MS FOREIGN LANGUAGE CLUB	1.35%	1.47%	1.60%	1.71%	1.89%
MS HOMEWORK CLUB COORDINATOR	1.35%	1.47%	1.60%	1.71%	1.89%
MS MATH COUNTS	1.35%	1.47%	1.60%	1.71%	1.89%

MS MUSICAL CHOREOGRAPHER	2.00%	2.00%	2.00%	2.00%	2.00%
MS ROBOTICS COACH	1.35%	1.47%	1.60%	1.71%	1.89%
MS SKI CLUB ADVISOR (1)	1.35%	1.47%	1.60%	1.71%	1.89%
MS STUDENT COUNCIL ADVISOR	4.26%	4.44%	4.62%	4.81%	5.28%
MS TESTING ACCOMMODATIONS COORDINATOR	2.70%	2.95%	3.20%	3.43%	3.83%
MS TESTING COORDINATOR	4.26%	4.44%	4.62%	4.81%	5.28%
MS VOCAL (2)	5.92%	6.52%	7.11%	7.69%	8.46%
MS WRITER'S CLUB ADVISOR	1.35%	1.47%	1.60%	1.71%	1.89%
MS YEARBOOK ADVISOR	2.70%	2.95%	3.20%	3.43%	3.83%
MS/HS MODEL UNITED NATIONS	1.35%	1.47%	1.60%	1.71%	1.89%
NEW TEACHER MENTORS		0.41%	0.82%		
OEC COORDINATOR	4.26%	4.44%	4.62%	4.81%	5.28%
SCHOOL IMPROVEMENT CHAIR (1/BLDG)	2.83%	2.83%	2.83%	2.83%	3.11%
STRENGTHS IN DIFFERENCES CLUB ADVISOR	1.35%	1.47%	1.60%	1.71%	1.89%
HS BASEBALL JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS BASEBALL--ASST (2)	6.91%	8.05%	8.65%	9.29%	10.22%
HS BASEBALL VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS BASKETBALL FRESHMAN--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS BASKETBALL JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS BASKETBALL VARSITY--ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS BASKETBALL VARSITY--HEAD	12.84%	14.52%	15.24%	16.01%	17.60%
HS BOWLING --HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS COMPETITIVE CHEER VARSITY –ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS COMPETITIVE CHEER JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS COMPETITIVE CHEER VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS CROSS COUNTRY VARSITY--ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS CROSS COUNTRY VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS FOOTBALL FRESHMAN--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS FOOTBALL JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS FOOTBALL --ASST (5)	6.91%	8.05%	8.65%	9.29%	10.22%
HS FOOTBALL VARSITY--HEAD	12.84%	14.52%	15.24%	16.01%	17.60%
HS GOLF JV-- HEAD	6.91%	8.05%	8.65%	9.29%	10.22%

HS GOLF VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS SIDELINE CHEER JV--HEAD	5.00%	5.32%	5.97%	6.62%	7.28%
HS SIDELINE CHEER VARSITY--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS SOCCER JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS SOCCER VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS SOFTBALL JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS SOFTBALL --ASST (2)	6.91%	8.05%	8.65%	9.29%	10.22%
HS SOFTBALL VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS TENNIS JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS TENNIS VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS TRACK VARSITY--ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS TRACK VARSITY--HEAD	8.89%	11.11%	11.67%	12.25%	13.47%
HS VOLLEYBALL FRESHMAN--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS VOLLEYBALL JV--HEAD	6.91%	8.05%	8.65%	9.29%	10.22%
HS VOLLEYBALL VARSITY - ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS VOLLEYBALL VARSITY--HEAD	12.84%	14.52%	15.24%	16.01%	17.60%
HS WRESTLING VARSITY COED--ASST	6.91%	8.05%	8.65%	9.29%	10.22%
HS WRESTLING VARSITY COED--HEAD	12.84%	14.52%	15.24%	16.01%	17.60%
INTRAMURAL COORDINATOR	5.00%	5.32%	5.97%	6.62%	7.28%
MS ATHLETIC COORDINATOR	12.84%	14.52%	15.24%	16.01%	17.60%
MS BASKETBALL--6TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS BASKETBALL--7TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS BASKETBALL--8TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS COMPETITIVE CHEER - 8TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS COMPETITIVE CHEER - 7TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS CROSS COUNTRY	5.00%	5.32%	5.97%	6.62%	7.28%
MS FOOTBALL 7TH GRADE (2)	5.00%	5.32%	5.97%	6.62%	7.28%
MS FOOTBALL 8TH GRADE (2)	5.00%	5.32%	5.97%	6.62%	7.28%
MS SIDELINE CHEER - 8TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS SIDELINE CHEER - 7TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS TENNIS	5.00%	5.32%	5.97%	6.62%	7.28%
MS TRACK (4)	5.00%	5.32%	5.97%	6.62%	7.28%
MS VOLLEYBALL--7TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS VOLLEYBALL--8TH GRADE	5.00%	5.32%	5.97%	6.62%	7.28%
MS WRESTLING	5.00%	5.32%	5.97%	6.62%	7.28%

APPENDIX C
INSURANCE BENEFITS

A. HEALTH INSURANCE.

(1) Health Insurance. Upon acceptance of written application, the Board agrees to pay a portion of the insurance premium toward the mutually agreed coverages through the Western Michigan Health Insurance Pool (or toward coverage through a different carrier, as may be mutually agreed) as elected by each employee for the duration of the contract. Employees must elect this option annually during the open enrollment period. Health insurance coverage is subject to the terms and conditions of the group policy. Part-time employees receive prorated coverage, subject to the terms and conditions of the group policy.

	Coverage:	Eligibility:
a.	Member	Employee who chooses to cover self only
b.	Member and Spouse	Employee and spouse when not covered elsewhere
c.	Member and Child	Employee and dependent when dependent is not covered elsewhere
d.	Full Family elsewhere	Employees spouse and dependents when spouse and dependents are not covered

Health Options. Employees who are not eligible for health insurance may choose health options. Upon acceptance of written application, the Board agrees to pay the insurance health options premiums (up to an amount as designated by the Association each year as provided by the Contract) for Self Life Insurance, Dependent Life Insurance, Short-Term Disability, and/or Hospital Supplement, provided by the MESSA or other mutually agreed upon carrier for the duration of the contract. Employees must elect options annually during the open enrollment period.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members whose employment is terminated during the term of this Agreement, Paragraph A of Appendix C of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payments during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed professional staff members whose employment is terminated during the term of this Agreement and have fulfilled their contractual obligation shall have their insurance benefits continued until September 1 in the year of termination.

(2) The Medical Benefit Plan Coverage Year for Health Insurance shall run from January 1 to December 31 each contract year. For all contract years, the District will contribute 100% of the maximum of the State Statutory hard cap levels.

(3) Cash Option. Employees who do not elect health options may elect to receive cash (through a qualified IRS Section 125C Salary Reduction Plan). The amount of the cash option will be $300 per month. Employees must elect this option annually during the open enrollment period, contingent on them first presenting documentation that they otherwise have health insurance meeting the affordability and coverage requirements of the Affordable Care Act. Part-time employees receive a prorated cash option amount.

B. DENTAL INSURANCE. Beginning September 1, 1990, the Board agrees to provide a "self insured"Dental Program administered according to guidelines existing as of June 30, 2012. The plan shall pay to the provider of dental service at 80/80/80 during the life of this Agreement as outlined in the brochure of Vicksburg Community Schools Dental Self-Insured Plan for VEA. The administration shall have a dated copy of the brochure available each year.

(1) Class I Benefits - 80% of the charge to a maximum of $1,000 per person total per contract year for basic dental services.

(2) Class II Benefits - 80% of the charge to a maximum of $1,000 per person total per contract year for prosthodontic dental services.

(3) Class III Benefits - 80% of the charge to a maximum of $1,000 per person total lifetime maximum. This shall be for dependent children only, nineteen years of age or under.

C. VISION INSURANCE. The Board agrees to contribute 100% of the premium of MESSA VSP 3 (vision insurance) for all employees and their eligible dependents. Beginning September 1 of each year of this Agreement, the same program may become a "self-funded" program administered by the Board and providing the same coverage and benefits as provided by the VSP 3 program.

D. SALARY REDUCTION PLAN. The Board will establish an IRS Section 125C Salary Reduction Plan or Health Savings Account to afford VEA employees the opportunity to pay qualified amounts for health insurance, premiums, co-pay and deductibles, child care, etc., with pre-tax dollars, thus accruing net savings to employees for qualified out-of- pocket expenses.

E. INSURANCE COVERAGE PROVISIONS. The medical insurance benefits provided herein begin when the employee has completed the necessary forms. Employees who resign or whose contracts are terminated during the school year will have insurance coverage through the end of the month the resignation or termination takes place. Board subsidy for employees on unpaid leave will be terminated unless superseded by law.

Employees who have fulfilled the terms of this agreement and have fulfilled their contractual obligations shall have their insurance benefits continued until September 1 in the year of resignation or termination.

F. LONG TERM DISABILITY INSURANCE. The Board will provide Long Term Disability Insurance Coverage to all VEA employees, underwritten through Madison National Life Insurance Company, based on the following provisions:

A. 66-2/3% Salary replacement ($4,445 monthly benefit max)
B. 90-Day elimination period
C. No pre-existing condition exclusion
D. Sick leave required to be exhausted prior to commencement of Plan benefits
E. Embedded Employee Assistance Program

Vicksburg Community Schools
2025 Health Insurance Premiums
(full time employees)

This memo serves as notification of the rates for the WMHIP PPO Versatile, PPO Select, and HSA health insurance plans for 2025. *Please note that the new premium is in effect on 1/1/25.*

PPO Select
$250/$500 Deductible
$5 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,754.15	$2,246.16	$492.01	$246.01/$328.01
2 Person	$1,345.11	$1,804.98	$459.87	$229.94/$306.58
Self	$643.19	$802.20	$159.01	$79.51/$106.01

PPO Versatile
$250/$500 Deductible
$20 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,754.15	$1,908.69	$154.54	$77.27/$103.03
2 Person	$1,345.11	$1,533.76	$188.65	$94.33/$125.77
Self	$643.19	$681.69	$38.50	$19.25/$25.67

PPO HSA (health savings account)
$1,650/$3,300 Deductible
$0 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,754.15	$1,771.30	$17.15	$8.58/$11.43
2 Person	$1,345.11	$1,423.36	$78.25	$39.13/$52.17
Self	$643.19	$643.19	$0	$0

Cash-in-Lieu of Insurance
ADMIN - $325 per month
VEA - $300 per month
VESPA - $300 per month

**All monetary figures referenced in this memo are for full-time employees; part-time employees receive a prorated subsidy based on their normal work schedule.*

Vicksburg Community Schools
2026 Health Insurance Premiums
(full time employees)

This memo serves as notification of the rates for the WMHIP PPO Versatile, PPO Select, and HSA health insurance plans for 2026. *Please note that the new premium is in effect on 1/1/26.*

PPO Select
$250/$500 Deductible
$5 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,805.02	$2,433.71	$628.69	$314.35/$419.13
2 Person	$1,384.11	$1,955.69	$571.58	$285.79/$381.05
Self	$661.84	$869.18	$207.34	$103.67/$138.23

PPO Versatile
$250/$500 Deductible
$20 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,805.02	$2.068.06	$263.04	$131.52/$175.36
2 Person	$1,384.11	$1,661.83	$277.72	$138.86/$185.15
Self	$661.84	$738.61	$76.77	$38.39/$51.18

PPO HSA (health savings account)
$1,650/$3,300 Deductible
$0 Office Visits

Classification	Employer Subsidy per Month	WMHIP Monthly Premium	Employee Cost per Month	24/18 Pay Deduction
Full Family	$1,805.02	$1,919.21	$114.19	$57.10/$76.13
2 Person	$1,384.11	$1,542.22	$158.11	$79.06/$105.41
Self	$661.84	$685.45	$23.61	$11.81/$15.74

Cash-in-Lieu of Insurance
ADMIN - $325 per month
VEA - $300 per month
VESPA - $300 per month

**All monetary figures referenced in this memo are for full-time employees; part-time employees receive a prorated subsidy based on their normal work schedule.*

APPENDIX D
ADDITIONAL ECONOMIC BENEFITS

A. RETIREMENT INCENTIVE PROGRAM. To qualify for the District retirement incentive plan, an employee must be eligible to retire under the Public School Employees Retirement System, have accrued thirty (30) years of MPSERS service credit with no fewer than twenty (20) years actual employment completed with the Vicksburg Community Schools, and be on step 14 or higher as of the 14th pay of the 2013-14 school year. Notice of intent to retire must be made to the Board of Education by April 1.

Employees who retire as of June 30 shall receive a lump sum payment of $10,000 before September 1 following their last day of work, or at their election the following January 1. This Retirement Incentive Plan shall be offered until the date legislation is signed into state law, which would impose any kind of financial penalty to districts with retirement incentive programs. In the event this occurs, members who have already retired under the District Retirement Incentive Program will continue to receive the full benefit for which they qualify under Appendix D.

Employees, who participate in the retirement incentive program, may elect to continue to receive hospitalization insurance through the School District until age 65 and shall pay the cost of the insurance by one of the following methods:

1. Employees may authorize the business office to deduct from the year-end retirement payments the cost of the insurance premiums for that year.
2. Teachers providing substitute teacher service to the District in the areas of their certification and qualifications may authorize the District to apply the substitute pay toward the cost of hospitalization insurance premiums. Substitute pay for teachers in the retirement program shall be at least the basic District substitute teacher rate for the current year.
3. In the event that employees elect to receive health insurance and do not qualify for a year-end retirement payment, or if there are insufficient substitute services, the employee will submit the monthly premium to the District as required by the insurance carrier.

Employees who elect to purchase health insurance, shall notify the school of same no later than the first day of each school year and shall declare which payment option will be selected for that year.

Employees, who participate in this retirement incentive plan, shall designate a beneficiary for the receipt of the lump sum payment and payment shall be made to such designated beneficiary in the event the teacher expires prior to the above mentioned schedule.

All participants in this plan must agree that they will never file for unemployment or Worker's Compensation benefits as a result of their employment status with the Vicksburg Community Schools.

Once an employee retires under the provisions of this plan, no subsequent negotiations may withdraw or reduce said benefits.

B. COMPENSATION UPON RETIREMENT. Teachers retiring from teaching and who at that time are eligible for a Michigan Public School Employees Retirement Fund Pension shall receive terminal pay at the rate of fifty dollars ($50) per eight (8) hours not to exceed three hundred twenty (320) hours of unused sick time.

C. SUMMER ACTIVITIES. Employees with summer assignments which are in excess of the work year shall submit a schedule of their planned summer activities to their principal for approval. This schedule shall show major jobs and the approximate amount of time to be devoted to student supervision, group activities, annual conferences, adult education, program planning and other activities.

D. SCHOOL ACTIVITIES DURING VACATION PERIODS. Any employee required to report for school activities during a normal vacation period which exceeds the number of days in the regular school year shall be compensated on an hourly rate, which rate shall be determined by dividing said employee's salary step by the number of days contracted ÷ 8 hours per day based on the salary schedule in effect at the time the work was performed. This does not include activities compensated in other parts of this Agreement.

E. CONFERENCE PERIOD ASSIGNMENTS. Teachers using their normal conference period for an extra teaching assignment shall be compensated at the rate of forty ($40.00) dollars for each class period of extra teaching.

F. LUNCH AND RECESS SUPERVISION. When an employee accepts either occasional or regular duty for recess or lunch supervision during the employee's duty free lunch or designated planning time, extra compensation will be allocated at the rate of $25.00 per 30- minute period. Such duty will be voluntary (except in the case of an emergency) and will be treated as an extra duty contract in cases where an employee elects to perform the duty on a regular basis for the duration of a school year.

G. After School Behavior Program (ASBP) Supervisor: Employees who elect to supervise the After School Behavior Program (ASBP) at the middle school or high school will be compensated at the rate of $70.00 per each ASBP period (2-hours, 2:45-4:45).

H. Saturday School Supervisor: Employees who elect to supervise Saturday School will be compensated at the rate of $130.00 per each Saturday School period (3-hours).

I. EXTENDED PERIOD ASSIGNMENTS. Teachers contracted to teach a class during their normal conference period or for an early or late hour class other than as provided for in Article 5, Paragraph A of this Agreement shall be compensated with a prorated salary increase based on the portion of a full teaching assignment represented by the extra teaching period. The resulting

prorated percentage will be applied to the teacher's regular for that year to determine the actual prorated amount.

J. TEAM TEACHER, DOUBLE LOAD. Any team teacher teaching a double class load due to the absence of the co-teacher from school shall be paid twenty-five ($25.00) dollars extra per class period. The following provisions apply:

(1) If an extended absence is contemplated, every effort will be made to find a Substitute.

(2) If a large group presentation (using the remaining teacher) has been planned, it would not be considered a double load.

K. SUMMER SCHOOL. Assignments for instruction in academic subjects in summer school programs shall be made by the Board on the basis of preference to certified teachers regularly employed in the District during that normal school year. Teachers shall be compensated for teaching in any such program as follows:

(1) Summer School – Forty ($40.00) dollars per classroom period of not to exceed one and one-half (1-1/2) hours.

(2) Employees' teaching time schedule for any such program shall be determined by the Administration.

(3) There will be no sick leave allowance for summer school programs.

(4) Any federal programs that are not part of the regular school program shall not be covered by this Agreement.

L. LEAD TEACHER. In the event the Administration deems it necessary to designate a teacher for the purpose of instructing other staff members in implementing an existing or a new learning program, which is outside the designated teacher's normal duties and responsibilities, said teacher shall be paid ten ($10.00) dollars per hour of actual instruction time in addition to the teacher's regular salary. The Administration shall have the sole and exclusive right to designate who, when, and how many lead teachers it deems necessary at any given time and for any given program. Lead teachers shall be granted at least one (1) day per month of released time upon the teacher's request and demonstrated necessity therefore to the School Administration. Teachers who have reasons justifiable to the Administration for not accepting a lead teacher assignment will not ordinarily be required to perform such duty. When such assignment becomes a requirement, the issue of said requirement shall be subject to the Grievance Procedure. The Board reserves unto itself the right to use personnel from outside the District for lead teacher position whenever it deems appropriate.

M. CREDIT REIMBURSEMENT. Employees may request reimbursement at the rate of one hundred fifty ($150.00) dollars per semester hour of employer-approved graduate credit

successfully completed by the standards of a credit-granting college or university. Reimbursement at the rate of one hundred fifty ($150.00) dollars per semester hour will be granted for employer-approved graduate level credits successfully completed beyond the BA+20 schedule, not to exceed six (6) semester hours or $900 per employee per fiscal year.

The graduate credit must be in the employee's major or minor field or in a program for an advanced degree, or other subject areas as approved by the employer. The graduate credit can only be taken from an institution approved by the Employer, and earned while an employee of the Employer. Summer credit reimbursement shall be contingent upon continued employment in the fall. The employee must receive a mark of not less than a "B" or its equivalent.

N. ATTENDANCE INCENTIVE STIPEND. Employees with the following attendance record at the end of the school year shall receive the following stipend:
(1) Perfect Attendance $500
(2) Not more than one (1) absence $200
In addition to the above, employees with perfect attendance shall be eligible for a $2,500 award of whose names shall be placed in a container, and one drawn in the afternoon on the last day of the school year in the VAB Board Room. Attendance at drawing is required. The only acceptable absence shall be for an approved professional day or jury duty. All other chargeable absences will disqualify a person from the attendance incentive stipend.

O. CHAPERONE. Employees who serve as chaperones for school events shall be compensated as follows:
(1) Athletic Event Bus Chaperone $35.00 per event

(2) School Activity for which a Chaperone $35.00 per event is required and designated by the Administration

P. MEET MANAGER. Employees who serve as Meet Managers for events at the high school or middle school levels shall be compensated $57.00 per event.

APPENDIX E

PAYDAYS

A. Employee salaries will be paid in twenty-six (26) bi-weekly installments.

B. Checks will be dated consistent with the payroll calendar found in appendix E.

C. If the scheduled payday falls during the winter holiday or spring break, checks will be mailed to normally arrive by the scheduled payday.

D. Employees paid over twenty-six (26) pays may, on an individual emergency basis, request their remaining paychecks in one (1) payment paid at the same time as the twenty-second (22nd) paycheck. The request must be submitted to the Administration in writing no later than June 1 and is subject to the approval of the Superintendent.

PAYROLL CALENDAR

	2025-2026	2026-2027		2025-2026	2026-2027
Fiscal Year Pay Dates					
1	9/5/25	9/4/26	20	5/29/26	5/28/27
2	9/19/25	9/18/26	21	6/12/26	6/11/27
3	10/3/25	10/2/26	22	6/26/26	6/25/27
4	10/17/25	10/16/26	23	7/10/26	7/9/27
5	10/31/25	10/30/26	24	7/24/26	7/23/27
6	11/14/25	11/13/26	25	8/7/26	8/6/27
7	11/28/25	11/27/26	26	8/21/26	8/20/27
8	12/12/25	12/11/26			
9	12/26/25	12/25/26			
10	1/9/26	1/8/27			
11	1/23/26	1/22/27			
12	2/6/26	2/5/27			
13	2/20/26	2/19/27			
14	3/6/26	3/5/27			
15	3/20/26	3/19/27			
16	4/3/26	4/2/27			
17	4/17/26	4/16/27			
18	5/1/26	4/30/27			
19	5/15/26	5/14/27			

APPENDIX F

CALENDAR PREAMBLE

The calendar plan for the duration of this contract assumes a continuation of the current State mandate for a minimum 1,098 scheduled instruction hours delivered. The calendar plan for the 2025-26 and draft calendar plan for 2026-27 school years are attached. The calendar has been developed based on the current Kalamazoo County More Common Calendar and the following local parameters:

Student Contact Days and Hours
A. Starting date for students based on the Kalamazoo County More Common Calendar.

B. 180 scheduled student days, with a daily student schedule as follows:

Elementary - 8:55 a.m. to 3:35 p.m. with a 20 minute lunch and a 30 minute teacher supervised student recess. The determination as to whether the recess is or is not adjacent to the lunch period will be made by the staff at each building. *These times may vary slightly depending on transportation schedules.

Secondary –
Middle School: 7:39 a.m. to 2:29 p.m. with a 30 minute student lunch.
High School: 7:38 a.m. to 2:29 p.m. with a 30 minute student lunch.

C. Total annual scheduled clock hours of instruction as follows:
2019-20

Elementary - 1116.09 hours; 173 full days @ 6.33 hrs= 1095.09; 7 half days @ 3.00 hrs=21.00
Middle School –1118.05 hours; 173 full days @ 6.33 hrs = 1095.09; 7 half days @ 3.28 hrs = 22.96
High School - 1115.9 hours; 170 full days @ 6.37 = 1082.90; 10 half days @ 3.3 = 33

Teacher Work Days
A. Two preservice professional development days, and one half teacher workday prior to the Friday before Labor Day.

B. 12 hours of PD sessions (which represents two work days) as arranged by the building school improvement team and based upon the building and district school improvement plan, approved by the building principal, and scheduled outside of normal work hours/days.

C. At the end of each of the first, second marking periods, one full day (coinciding with the Kalamazoo County More Common Calendar) without students for teacher record/report cards. Teachers may complete their work remotely.

D. At the end of the third and fourth marking period, one half day without students for records/report cards (last day). This half day in the 4th marking period would also be one of two High School student exam days. Teachers may complete their work remotely.

E. Twelve hours of evening PT conferences per year to be scheduled by each individual building with input from participating staff.

F. Half day for professional development in November and March (total of two half days).

G. Half day curriculum work/PLC time in October, January, and May (total of three half days).

Teacher Non-Work Days

A. The Friday before Labor Day

B. Two teacher comp days for 12 hours of evening PT conferences (typically Kalamazoo County More Common Calendar optional days off will be taken including the Wednesday before Thanksgiving; Mid-Winter Break).

C. Holiday Break and Spring Break as per the Kalamazoo County More Common Calendar.

Scheduled day and clock hour provisions in this proposal shall be altered as needed to meet any increases to State requirements during the life of this contract. Any staff who would like to propose alternative Professional Development activities in lieu of the scheduled PD must do so in writing using the Professional Development Proposal form four (4) weeks prior to scheduled PD. Plan must meet all State mandated PD requirements and be approved by the administration.

The teacher calendar is based on 180 student days and 188.5 teacher work days.

2025-26 CALENDAR - Use VCS Draft Calendar #1

2026-27 CALENDAR - use 2026-2027 Kalamazoo County More Common Calendar

1. November & March PL half day dates TBD
2. October, January, & May DPPD half day dates TBD
3. Mid-winter Break Feb. 26
4. Half day records March 25
5. End date Friday June 11

Vicksburg Community Schools
2025-2026 Student/VEA CALENDAR

School days = 180 Teacher days = 188.5

JULY 2025

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST 2025 (4 Days)

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

25 *1st Day of School*
26 *1st Day County Programs*
29 *Labor Day Holiday*

SEPTEMBER 2025 (21 Days)

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1 *Labor Day*

OCTOBER 2025 (22 Days)

M	T	W	Th	F
		1	2	3
6	7	~~8~~	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

8 ½ day students (am)
½ day PLC work (pm)
31 *Records Day- No students*

NOVEMBER 2025 (17 Days)

M	T	W	Th	F
3	4	5	6	7
10	11	~~12~~	13	14
17	18	19	20	21
24	25	26	27	28

12 *½ day students (am)*
½ day PD (pm)
26-28 Thanksgiving Break

DECEMBER 2025 (15 Days)

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22-31 *Winter Break*

JANUARY 2026 (19 Days)

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	~~14~~	15	16
19	20	21	22	23
26	27	28	29	30

1-2 *Winter Break*

14 *½ day students (am)*
½ day PLC work (pm)
19-22 *Exams*

23 *Records Day*
26 *1st Day 2nd Semester*

FEBRUARY 2026 (19 Days)

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

27 Mid-winter Break

MARCH 2026 (19 Days)

M	T	W	Th	F
2	3	4	5	6
9	10	~~11~~	12	13
16	17	18	19	20
23	24	25	~~26~~	27
30	31			

11 *½ day students (am)*
½ day PD (pm)
26 *½ day students (am)*
½ day records (pm)
27-31 *Spring Break*

APRIL 2026 (19 Days)

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1-3 *Spring Break*
6 *School Resumes*

MAY 2026 (20 Days)

M	T	W	Th	F
				1
4	5	~~6~~	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

6 1/2 day students (am)
½ day PLC work (pm)
25 Memorial Day

JUNE 2026 (5 Days)

M	T	W	Th	F
1	2	3	4	~~5~~
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

5 Last day of school (1/2 day)

1st Semester Days 93
2nd Semester Days 87

LINEAR CALENDAR 2025-2026			
DATE	**PURPOSE**	**TEACHER DAYS**	**STUDENT DAYS**
Aug 19	1/2 day TWD; 1/2 day PD	1	
Aug 20	PD	1	
Aug 21	1/2 day PD	0.5	
Aug 25-28	School	4	4
Aug 29-Sept 1	Labor Day Holiday (No School)		
Sept 2-30	School	21	21
Oct 1-7	School	5	5
Oct 8	1/2 day Students; 1/2 day PLC	1	1
Oct 9 - Oct 3-	School	16	16
Oct 31	Records Day (No Students)	1	
Nov 3-11	School	7	7
Nov 12	½ day students: ½ day PD	1	1
Nov 12- Nov 25	School	9	9
Nov 26-28	Thanksgiving Holiday (No School)		
Dec 1-19	School	15	15
Dec 22- Jan 2	Holiday Break (No School)		
Jan 5-13	School	7	7
Jan 14	1/2 day Students; 1/2 day PLC	1	1
Jan 15-22	School	6	6
Jan 23	Records Day (No Students) (end of 1st Semester)	1	0
1st SEMESTER TOTALS		**97.5**	**93**
Jan 26 - Feb 26	School	24	24
Feb 27	Mid-Winter Break (No School)		
March 2-10	School	7	7
March 11	1/2 day Students; 1/2 day PD	1	1
Mar 12- 25	School	10	10
Mar 26	1/2 day Students; 1/2 day Records	1	1
Mar 27-April 3	Spring Break (No School)		
Apr 6 - May 5	School	22	22
May 6	1/2 day Students; 1/2 day PLC	1	1
May 7 - 22	School	12	12
	State Summative Assessments		
	MME (unofficial)		
	MME make-up (unofficial)		

May 25	No School (Memorial Day)		
May 26 - June 4	School	8	8
June 5	Last Day of School (1/2 day students; 1/2 TR)	1	1
2nd SEMESTER TOTALS		**87**	**87**
SIPD Days		2	
12 Hours Conf Time (2 Days)		2	
2024-25 YEAR TOTALS		**188.5**	**180**
PD = Professional Development, PLC = Professional Learning Community, TR = Teacher Records, TWD = Teacher Workday			

PD = Professional Development, PLC = Professional Learning Community, TR = Teacher Records, TWD = Teacher Workday

2026-2027 SCHOOL YEAR CALENDAR

KALAMAZOO COUNTY MORE COMMON CALENDAR

No School - County Wide
No School – KRESA Only

Notable School Days or Local Option Days – (Prof Dev, Records, Comp, Conference, Student Attendance)

JULY 2026

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST 2026 (1 Days)

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

31 *1st Day of School all programs*

SEPTEMBER 2026 (20 Days)

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

4-7 *Labor Day*

OCTOBER 2026 (21 Days)

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

30 *No County Programs – Records Day – Local Option*

NOVEMBER 2026 (18 Days)

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

23 *1st Day 2nd Trimester*
25 *No County Programs – Local Option*
26-27 *Thanksgiving Break*

DECEMBER 2026 (14 Days)

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21-31 *Winter Break*

JANUARY 2027 (19 Days)

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 *Winter Break*
18-21 *Exams*
22 *No County Programs – Records Day – Local Option*
25 *1st Day 2nd Semester*

FEBRUARY 2027 (19 Days)

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

26 Mid-winter Break – Local Option

MARCH 2027 (18 Days)

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

15 *1st Day 3rd Trimester*
25 *No County Programs – Records Day – Local Option*
26-31 *Spring Break*

APRIL 2027 (20 Days)

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1-2 *Spring Break*
5 *School Resumes*
5-23 *State Testing Window Begins*
-SAT
-M-STEP SCI/SS
-Makeup SCI/SS
-ACT WorkKeys Makeup
-ACT WorkKeys

MAY 2027 (20 Days)

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

31 Memorial Day

JUNE 2027 (10 Days)

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

14 180th Student Day
Last Day of School Varies – See Individual School Calendar

1st	Semester	88 days	1st	Marking Period	42 days
2nd	Semester	92 days	2nd	Marking Period	46 days Starts Nov. 2
1st	Trimester	57 days	3rd	Marking Period	42 days Starts Jan 25
2nd	Trimester	66 days	4th	Marking Period	50 days Starts April 5
3rd	Trimester	57 days			

APPENDIX G

EVALUATION

Decisions about placement, layoff/recall, and evaluation of District teachers including all "teachers" under Revised School Code Section 1249 amended, or who is assigned to students in any grades K to 12 as a teacher of record (Classroom Teacher) will be made as stated below. The parties agree that the procedures established in this Appendix constitute clear and transparent procedures as required under Revised School Code Section 1248 amended.

I. ***Placement of Classroom Teachers.*** The Superintendent or designee decides placement decisions and when a vacancy exists**.** Vacancies will be posted internally for 5 days and communicated to the Association prior to posting externally. Or external postings may run concurrently with internal postings provided the internal pool of candidates is reviewed prior to the external pool of candidates. If a vacancy occurs within 4 weeks before the first day of the school year the posting may run concurrently for 48 hours. At the end of that time the internal candidates will be reviewed before the external candidates. Consistent with Revised School Code Section 1248, classroom teacher placement decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:

A. Staffing the curriculum with the most effective and qualified Teachers to instruct the applicable courses, grades, and school schedule. The Superintendent or designee will consider the certifications held by the applicants when placing teachers in a vacancy.

B. Appropriate certification, approval, or authorization for all aspects of the assignment. The certification, approval, or authorization, as applicable, will be determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.

C. Classroom Teachers must be fully qualified for all aspects of their assignments, as determined by the Board, based on documentation on file with the Superintendent's office, including:

i. Compliance with applicable state or federal regulatory standards, including standards established as a condition to receipt of foundation, grant, or categorical funding;

ii. Credentials needed for District, school, or program accreditation;

iii. District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the teacher's effectiveness in that assignment and is integrated into instruction;

iv. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way;

v. Disciplinary record, if any;

vi. Length of service in a grade level(s) or subject area(s);

vii. Recency of relevant and comparable teaching assignments;

viii. Previous effectiveness ratings;

ix. Attendance and punctuality;

x. Positive or Negative rapport with colleagues, parents, and students;
xi. xi. Ability to withstand the strain of teaching;

xii. Compliance with state and federal law; or

xiii. Other non-arbitrary or capricious reasons

D. Length of service may be considered as a tiebreaker if a Classroom Teacher placement decision involves 2 or more internal teachers and all other factors distinguishing those teachers from each other are equal.

E. If a teacher petitions for nullification of the teaching certificate or any endorsement, the teacher must promptly provide written notice of that petition to the Superintendent's office.

II. ***Layoff/Recall of Classroom Teachers.***

A. Acting within the approved budget, the Superintendent is responsible for establishing the number and nature of teaching assignments to implement the approved curriculum. If the Superintendent determines that insufficient funds are budgeted for the existing Classroom Teaching staff or that a reduction in Classroom Teaching staff is necessary due to program, curricular, or other operational considerations, the Superintendent will recommend to the Board the Classroom Teaching positions to be reduced.

B. Reduction in force and recall decisions must be made based on criteria established in Revised School Code Section 1249 amended and as enumerated in this Appendix Section 1C.

C. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provision in Appendix C (Insurance Article)until the end of the following month of the notice of layoff. After that, a laid-off teacher may continue their insurance benefits in accordance with the Carrier's layoff-benefit continuation policy, inclusive of paying the subscriber group rate premium for the Consolidated Omnibus Reconciliation Act of 1985 (COBRA).

D. Classroom Teachers must provide the District with current information and documentation supporting the Classroom Teacher's certification and qualifications.

i. A laid off classroom teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.

ii. Failure to maintain current contact information may negatively affect the teacher's recall.

E. Classroom Teacher reductions and recalls are by formal Board action.

F. The Superintendent or designee will provide written notice of reduction in force or recall decisions to each affected Classroom Teacher and Association.

G. Classroom Teacher Recall Process

i. A Classroom Teacher is eligible for recall under this Appendix for 12 months from the date the District implemented the reduction in force.

ii. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.

iii. Before or in lieu of initiating the recall of a laid-off Classroom Teacher, the

Superintendent may reassign teachers to fill vacancies in accordance with this Appendix.

iv. After or in lieu of any reassignment of existing teaching staff, the Superintendent may take the following actions, in sequential order, to fill a vacancy:

a. Recall the laid-off Classroom Teacher who is certified and qualified for the vacancy, provided the Classroom Teacher was rated effective or highly effective. If more than 1 laid-off classroom teacher is certified and qualified for recall to a vacant teaching assignment, the Superintendent or designee will fill the vacancy consistent with this Appendix**.**

b. If the Superintendent determines that the District's educational interests would be better served and no Classroom Teacher on layoff meets the certification and qualification requirements of the position, the district will post the vacancy and consider all applicants.

v. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled Classroom Teachers and will establish the time, not less than 10 days, within which a Classroom Teacher must accept recall within to preserve the Classroom Teacher's employment rights.

vi. A laid-off classroom teacher who is offered an interview for a vacancy and who reasonably fails to appear, at that interview forfeits all rights to recall and continued employment.

vii. vii. A laid-off classroom teacher who is recalled and fails to accept recall by the time designated in the recall notice, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.

III. ***Evaluation of Classroom Teachers.*** A Classroom Teacher will be evaluated pursuant to the Danielson performance evaluation system consistent with Revised School Code Section 1249 amended and the Teachers' Tenure Act. The District will measure student growth as 20% of the evaluation. using the same student growth measures used during the 2023-2024 school year. Probationary teachers cannot grieve any aspect of the evaluation process, but may still challenge an evaluation as allowed pursuant to the Revised School Code.

A. For the 2025-2026 and 2026-2027 School Years, student growth will be determined pursuant to the following process:

1. By September 30th, each grade level/subject area will forward to their respective principals the recommended metric / SLO for establishing the student growth component of the evaluation. Schools may also select a schoolwide SLO if agreed upon by the staff and administrator.

2. By October 15th, building administrators shall accept or reject the recommended metric.

3. If rejected, the parties will meet to attempt to reach consensus by October 31. If consensus is not reached, the metric utilized during the 2024-2025 school year will be utilized for the 2025-2026 and 2026-2027 school years,

B. An evaluation committee composed of district administrators and VEA representatives will meet

prior to October 1, 2024 to discuss the evaluation process for the 2024-2025 school year to ensure all applicable laws and regulations regarding the evaluation process are followed.

C. Student growth data from specific students with extreme circumstances that prohibit an accurate measure of growth will not be included in a teacher's student growth if agreed upon by the building administrator.

D. If a tenured teacher has been rated highly effective or effective for three (3) consecutive year-end evaluations, the teacher shall be evaluated every third year thereafter. If a teacher exhibits performance deficiencies and is placed on and IDP, or is subsequently rated below effective on a year-end evaluation, the teacher may, at the district's discretion, be evaluated annually until receiving an effective rating for an additional three (3) consecutive years.

E. Members shall be notified no later than September 30 of each year who the administrator will be that conducts their year-end evaluation.

F. There shall be no unscheduled observations.

G. The year-end evaluation determination and form shall reasonably be delivered at a meeting with the observing administrator and the teacher no later than the last school day of each year.

IV. ***Grievance Procedure.*** An alleged violation of this Appendix is not subject to arbitration in the grievance process. As a final step in the grievance process, instead of arbitration, the parties will allow a tenured teacher's grievance on layoff/recall/placement, or evaluation to proceed to non-binding mediation with a MERC mediator. An Arbitrator, however, has jurisdiction to consider a grievance filed under the grievance procedure by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support." Probationary teachers, within 10 days, may appeal decisions concerning evaluation, layoff, recall, and placement to the Superintendent.

APPENDIX H:

TEACHER DISCIPLINE

1. Concerning teacher discipline, the parties agree as follows:
    a. Employees shall have full Weingarten rights. New hires and employees will be notified of their Weingarten rights annually by administration via email. Members will be notified before meeting with an administrator if the purpose of the meeting concerns discipline.

    b. Discipline may only be issued for non-arbitrary or capricious reasons and the parties subscribe to the concept of progressive discipline as required by law. Disciplinary measures should include remedial training where appropriate.

    c. The term "Discipline" as used in this agreement includes, but is not limited to, the following:
        i. Oral warning
        ii. Memorandum of concern
        iii. Written reprimand
        iv. Suspension, with or without pay
        v. Dismissal

    d. The district reserves the right to apply disciplinary measures consistent with the severity of the infractions, supported by a preponderance of the evidence. The bargaining unit member must be give a meaningful opportunity to respond to allegations and the discipline must recognize the concept of progression, as required by law. No suspension shall adversely affect any other rights or benefits under this Agreement.

2. Any specific complaint toward a teacher, which warrants investigation, shall be called to the teacher's attention. If the matter is investigated, the employee will have the opportunity to respond to the allegations. If disciplinary action is taken and retained in the employee's personnel file, the employee may submit a rebuttal statement, as provided by law. Complaints not resulting in written discipline or suspension will not be placed in the employee's personnel file.

3. Unsubstantiated complaints shall not be usable for the purposes of annual teacher performance evaluations.

4. All discipline up to and including written reprimand that is four (4) years or older may be expunged from the personnel file except for unprofessional conduct as defined by MCL 380.1230b, subject to the following process. A member may request a review of discipline included in their personnel file. The request shall then be forwarded to a committee consisting of the member, a building representation, Association President, and two administrative representatives to determine if the record of discipline shall be expunged.

5. Members will be notified when individuals who are not affiliated with the school district review their personnel file. Each personnel file shall contain a record indicating which unaffiliated individuals here reviewed it, the date reviewed, and the reason for such review.

6. A tenured teacher may grieve the discipline outlined in this agreement up to but excluding arbitration. As a final step in the grievance process, instead of arbitrations, the parties will allow a tenured teacher's grievance on discipline to proceed to non-binding mediation with a MERC mediator. Probationary teachers cannot grieve discipline. Probationary teachers, within 10 days, may appeal decisions concerning discipline to the Superintendent.