# VESTABURG COMMUNITY SCHOOL

## Master Agreement

## between

## The Vestaburg Board of Education

## and

## The Vestaburg Education Association



## July 1, 2024 – June 30, 2027

# VESTABURG COMMUNITY SCHOOL
## Master Agreement

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THIS AGREEMENT, entered into this July 1, 2024, by and between the Board of Education of the Vestaburg Community School District, hereinafter called the "Board" and the Vestaburg Education Association, hereinafter called the "Association."

PREAMBLE

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

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

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

# ARTICLE 1

# RECOGNITION

The Board hereby recognizes the Vestaburg Education Association, affiliated with the MEA-NEA, as the exclusive and sole bargaining representative for all certificated personnel employed by the Board, including: Certified Teachers, Preschool Teachers and Non-teaching professional personnel such as: Counselors, Social Workers and Speech and Language Impairment Specialists; excluding: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education, Substitute Teachers, Alternative Education Teachers and Employees, Supervisors, and Part-time Administrators within the meaning of the Public Employment Relations Act. The term teacher, when used hereafter in this Agreement, shall refer to all employees represented by the Vestaburg Education Association in the bargaining unit as defined above.

The Board agrees not to negotiate with any teachers' organizations other than the Vestaburg Education Association for the duration of this Agreement.

For purposes of Article 1 of the collective bargaining agreement, whether a teacher is an Alternative Education teacher excluded from the bargaining unit shall be based upon whether the facility where the teacher works is reported to the State of Michigan as an Alternative Education facility.

# ARTICLE 2

# NO STRIKES

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

# ARTICLE 3

# ASSOCIATION DUES, SERVICE FEES AND PAYROLL DEDUCTIONS

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

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

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

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

# ARTICLE 4

# NEGOTIATIONS PROCEDURE

A. If either party desires to negotiate a new contract, it shall notify the other party in writing no less than ninety (90) days prior to the current contract expiration date.

B. Upon notification, the parties will establish a mutually agreeable date, prior to June 15, to meet and begin negotiations.

C. Both parties shall have the right to select the members of their negotiation/bargaining teams. It is understood and agreed that both negotiation/bargaining teams shall come to the table with full powers and authority to make proposals, consider proposals and enter into concessions and compromises, subject only to the final ratification of the contract by the Board of Education and the members of the Association.

# ARTICLE 5

# PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

A. The Board intends to employ the best-qualified persons available as teachers in its school system.

B. All vacated or newly-created positions, including coaching and extra-curricular, shall be posted as they occur in order to provide equal opportunity for all employees to apply for the open position. Notification shall be posted by e-mail to all staff.

# ARTICLE 6

# BEHAVIOR AND DISCIPLINARY PROCEDURES

A. Teachers are expected to comply with rules, regulations, and directions adopted by the Board, which are not inconsistent with the provisions of this Agreement.

B. The Association recognizes that abuses of paid leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school building. The Association will use its best efforts to correct breaches of professional behavior.

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

D. No Bargaining unit employee shall be disciplined without reasonable and just cause. For discipline that involves the discharge or demotion of a tenured teacher or the non-renewal of a probationary teacher, the mandates, standards, and procedures of the Michigan Teachers' Tenure Act, MCL 38.71, et seq., shall apply.

# ARTICLE 7

# PROFESSIONAL IMPROVEMENT

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

# ARTICLE 8

# ASSOCIATION AND TEACHER RESPONSIBILITIES

A. Teachers are responsible for maintaining a continuous high level of professional proficiency, to plan adequately and make conscientious efforts to meet, if necessary, with children, parents and/or administrators.

B. Teachers must recognize that their responsibility to students and their profession may require the performance of duties that involve the expenditure of time beyond the normal working day.

C. No teacher on continuing tenure shall discontinue service with the Board except by mutual consent, without giving a written notice to said Board at least sixty (60) days before September 1 of the ensuing school year. Any teacher discontinuing services in any other manner than as provided in this section shall forfeit, in accordance with Act, the rights to continuing tenure previously acquired under the Tenure Act.

D. Duly authorized officials of the Association shall report their presence in a building to the building principal or designee before their conference with any teacher.

E. All Association materials intended for distribution or display on any property under the management of the Board shall be identified as Association material before display or distribution.

F. Teachers unavailable for work have the following responsibilities:

1. It is mandatory for all teachers to enter their absence into the approved absence management system no later than 6:15 AM.

2. Teachers who are unable to report to work as scheduled are obligated to furnish comprehensive and suitable lesson plans and resources for the duration of their absence.

Failure to comply with the above requirements may result in disciplinary action.

# ARTICLE 9

# ASSOCIATION AND TEACHER RIGHTS

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

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

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

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

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

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

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

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

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

J. Neither the Board nor the Association will discriminate against any employee because the employee chooses to become an Association member or chooses not to become an Association member.

K. The Board and the Association will not tolerate harassment or discrimination against any employee who chooses to become an Association member or chooses to not become an Association member. An employee determined to have harassed and/or discriminated against a colleague because that colleague chose to become an Association member or chose to not become an Association member will be subject to appropriate corrective/disciplinary action.

L. Except to the extent where confidentiality is legally required, the district shall provide the Association with the names and contact information (full name, home telephone number, address, position, and building) of all new hires in the bargaining unit within five (5) business days of hire.

# ARTICLE 10

# BOARD RIGHTS

A. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the laws of the State of Michigan and of the Federal Government of the United States. Except as stated by this Agreement, all the rights, powers, and authority vested in the Board prior to this agreement are retained by the Board.

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

1. Manage and control its business, its equipment, and its operations and the affairs of the Board.

2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.

3. Direct the working forces, including the right to hire, promote, transfer and determine the size of the workforce.

4. Determine the services, supplies and equipment necessary to continue its operations.

5. Adopt rules and regulations, policies.

6. Determine the qualifications of employees.

7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments and the relocation or closing of offices, departments, buildings or other facilities.

8. Determine the financial policies, including all accounting procedures.

# ARTICLE 11

# TEACHER EVALUATION

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

B. All teacher evaluations will be performed in accordance with the Michigan Tenure Act and Revised School Code section 1249. Each teacher shall receive a copy of his/her evaluations by Vestaburg administration no later than the last day of school or June 15th whichever is earlier. A copy of the evaluation shall be included in the personnel file.

C. Process:
The state-approved Performance Evaluation system forms "Teacher Observation Lesson Plan Template", "Post-Observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" are attached and included in this Agreement in Appendix A. The District will endeavor to conduct observations as follows:

1. Classroom observations that are intended to assist in the year-end performance evaluation for teachers will be conducted as follows:
   a. The teacher will ordinarily be notified no later than October 1 of each year who the administrator will be that conducts their year-end evaluation.
   b. The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan ("Teacher Observation Lesson Plan Template" can be found in Appendix A.) for the day of the observation and the state curriculum standard being used in the lesson. These expectations will be reviewed at a fall evaluation meeting.
   c. The observation must include a review of pupil engagement in the lesson that is observed.
   d. To ensure 1.b and 1.c above, the observation shall be a minimum of 15 minutes.
   e. Teachers will be given reasonable notice before each planned observation. Upon such notice, the teacher will provide information relative to 1.b and 1.c before the classroom observation occurs.
   f. Feedback on both 1.b and 1.c will be discussed during the post-observation meeting between the administrator conducting the observation and the teacher. The post-observation meeting will be scheduled in a reasonable time frame, usually within ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided written feedback on that observation on the "Post-Observation Feedback Form" contained in Appendix A.

g. There shall be at least 2 classroom observations of a teacher in each school year. The first observation shall occur no later than December 15 of each school year.
h. There will be 2 formal (more than 15-minute) evaluations, one of which may be unscheduled. The administration may perform additional observations as determined by the evaluator. Written feedback must be provided if used in the end of year evaluation.

2. Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support". The year-end evaluation determination and form shall be delivered at a meeting with the observing administrator and the teacher by the last day of the school year or June 15, whichever is earlier. In the event there is no year-end evaluation as described above, the teacher shall be deemed "effective" per the year-end evaluation determination.

3. Teachers who work less than 60 days in any school year, or who have their evaluation results vacated through the grievance procedure, or are otherwise not evaluated due to extenuating circumstances the district deems applicable for exempting a teacher from the annual evaluation process as agreed upon by the Association, shall not be provided an evaluation for that year. Said teachers shall receive the same rating they received in the prior year for the current year.

4. If a tenured teacher has been rated "highly effective" or "effective" for three (3) consecutive year-end evaluations, they shall be evaluated every third year thereafter unless the District, in its sole discretion, determines that observation and evaluation is necessary. If the subsequent year-end rating is not "effective" on an evaluation following the third year, the teacher shall be evaluated annually until receiving an "effective" rating for an additional three (3) consecutive years.

5. In addition to the above procedures (Sections C.1-C.4), teachers who are evaluated with an IDP (received a "minimally effective" or "ineffective" prior to July 1, 2024, or "needing support"or "developing" rating thereafter, and/or 1st year teachers) shall be provided an IDP or mid-year progress report which may include some or all of the following:
   a. Specific performance goals that will be used to assist in improving effectiveness for the next school year developed with consultation and agreement by the teacher.
   b. Training to be provided by the district to assist the teacher in meeting the goals of the IDP.
   c. A mid-year progress report, supported with at least two (2) classroom observations conducted consistent with Section C.1 above that is used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist in any needed additional improvement that is aligned with the existing IDP.
   d. A Mentor teacher that is informed of the conditions and requirements of the IDP in order to assist the mentee in the described performance goals of the IDP.

6. Any non-compliance with the evaluation process as described above shall be subject to the grievance process.

7. All teachers shall have the right to submit a rebuttal to their evaluation which will be included in their personnel file and attached to the year-end evaluation.

D. Rights of Tenured Teachers:

A tenured teacher who is rated as "needing support" shall have the following due process rights to challenge said rating:

1. The teacher may request a review meeting of the evaluation and the rating to the district's superintendent. Such request must be made in writing within 30 calendar days after the teacher is informed of the rating. A written response to the review meeting with any modifications of the year-end performance rating shall be provided to the teacher within thirty (30) calendar days after the meeting.

2. The teacher may exercise all other remedies provided by the Michigan Revised School Code.

E. Training on the evaluation system, tools, and reporting forms:

1. Prior to October 1, of each year, the district shall, during contractually scheduled Professional Development time, review the evaluation system with all teachers including reporting forms and other important components of the year-end evaluation process and how each reporting form is used during the process.

2. Each administrator who is assigned to evaluate teachers shall have demonstrated expertise in the systems and tools used by the district which shall include a "rater reliability" training every three (3) years as required by law.

F.. The Administration and the Association have agreed to form a committee to review and create the student growth evaluation system prior to October 1, 2024. At that time the system will be added through a Letter of Agreement for the duration of this contract.

# ARTICLE 12

# TEACHING CONDITIONS

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

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

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

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

D. All teachers shall have at least a 27-minute duty-free lunch period.

E. Duty day

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

   a. Daily duty day for staff: 7 hours 20 minutes

   b. Student attendance day: 7 hours (M.S. & H.S.) and 7 hours 5 minutes (Elem.)

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

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

G. Duty year

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

   a. 1098 hours of student instruction, or

   b. Hours and/or days as required by the Department of Education.

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

3. Any increase in the number of student instruction days added to the staff duty year pursuant to Article 12.G.1 above, shall be no more than the minimum number of days necessary for the school district to receive full state aid.

4. Teachers may be required to attend up to two full days or hours equivalent to two full days (not to extend/include more than three days) of in service programs that may be scheduled the week before school begins in August. The schedule of the in service programs will be designated through the calendar process pursuant to Article 12.G.2. The Superintendent at his/her discretion may make attendance requirement exceptions. If additional days are requested by administration, the employee will be compensated.

5. Teachers shall attend two (2) school functions outside the school day with Graduation highly encouraged. Open House and Parent-Teacher Conferences are required pursuant to Article 12.G.2 above.

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

I. The Board will continue to provide assistance to teachers in the form of paraprofessionals provided funds are available and staffing is appropriate.

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

# ARTICLE 13

# STUDENT DISCIPLINE AND TEACHER PROTECTION

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

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

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

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

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

E. Any teacher who is absent because of an injury suffered from a physical assault and/or battery as a result of employment related activity, shall receive from the Board the difference between the teacher's weekly income and the amounts to which the teacher is entitled under provisions of the Worker's Compensation laws for a period up to ten work weeks. Beyond 10 work weeks such payments would be charged against compensable leave on a prorated basis computed on the relationships of the differential pay to the teacher's regular weekly pay until the compensable leave is exhausted.

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

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

# ARTICLE 14

## REDUCTION IN PERSONNEL – ANNEXATION & CONSOLIDATION OF DISTRICT

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

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

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

For administrators currently employed by the school district and who were previously employed as a teacher by the district, seniority is defined as the length of continuous employment within the bargaining unit.

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

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

E. The Board shall prepare and share a seniority list with the Association annually or as requested.

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

# ARTICLE 15

# PROFESSIONAL GRIEVANCE PROCEDURE

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

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

1. The termination of service of any teacher.

2. The failure to place or re-hire a teacher in an extra-curricular assignment.

3. The provisions of insurance contracts and insurance policies.

4. Any policies, rules, regulations, or practices of the employer, which do not directly relate to or affect wages, hours or working conditions.

5. Any article or section of this Contract that has, by its wording, been excluded from this grievance procedure.

6. Any matter set forth in this Agreement which is covered by a State or Federal law (specifically including but not limited to, Article 9, Sections A, B AND F)

7. Any matter over which the Tenure Commission would assume jurisdiction.

B. Level One Grievance Procedure:

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

2. The designated Building Representative or an officer of the Association may represent the teacher.

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

C. Level Two Grievance Procedure

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

2. A written grievance must be:

a. Signed by the grievant.

b. Specific to the facts of the alleged violation.

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

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

e. Specific as to the relief requested.

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

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

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

D. Level Three Grievance Procedure:

1. If the grievance is not resolved at Level Two and the teacher wishes to pursue it further, he or she may proceed to Level Three.

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

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

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

E. Level Four Grievance Procedure:

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

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

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

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

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

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

F. Level Five Grievance Procedure:

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

2. The arbitrator to be assigned to the case shall be selected in accordance with the procedures of the American Arbitration Association.

3. Upon selection by the parties, the arbitrator shall conduct the arbitration hearing and other related matters in accordance with the rules and regulations of the American Arbitration Association.

4. The rules of the American Arbitration Association shall govern the procedures at this level. The Board and the Association shall divide the fees and expenses of the arbitrator equally. Each side shall be responsible for the compensation, fees and expenses of their representatives and witnesses.

5. If the Board challenges the ability of the matter to be arbitrated, the arbitrator shall rule on that question first and then, if mutually agreeable, shall hear the merits of the grievance. The Board reserves the right to question the ability of the matter to be arbitrated or jurisdiction of the arbitrator in a court of competent jurisdiction.

6. The arbitrator shall be limited to deciding if the Board has violated, misapplied or misinterpreted any of the express terms of this Agreement. His or her powers are further limited as follows:

   a. He or she shall have no power or authority to supplement, enlarge, diminish, or alter the scope or meaning of this Agreement.

   b. He or she shall have no power to substitute his judgment for that of the Board where the Board has retained such judgment.

c. He shall have no power to make monetary awards or adjustments where no wage loss has been caused by the action of the Board.

d. He shall have no power to determine the constitutionality of state or federal laws and/or regulations, nor the legislative intent of any state or federal laws and/or regulations, nor shall he have any power to interpret or apply any such state or federal laws and/or regulations, except as necessary to determine if this agreement has been violated.

e. He shall have no power to establish or alter any salary schedule.

f. He shall have no power to decide any matter of health.

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

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

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

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

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

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

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

3. The term "days" as used in this Article shall mean school days during the school year and shall mean Monday through Friday, excluding holidays, at other times.

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

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

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

# ARTICLE 16

# LEAVE OF ABSENCE

A. Paid leaves of absence

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

1. Paid leave may be used for any purpose and only as limited by A.2 below, including illness, injury, or disability in immediate family (spouse, mother, father, brother, sister, children, grandchildren, step-children or those living in the same household) [for a maximum of twenty (20) days.] A maximum of five (5) days per year may be used for illness, injury, or disability of other family members.

   No more than three (3) paid days may be used in a row without the written approval of the Superintendent, or his/her designee, with the exception of Bereavement at which time the employee will receive time as expressed in Article 17.A.3.e.

2. Paid leave shall not be used for seeking other employment. Paid leave shall not be used on the opening day of school, the closing day of school, or the day before or the day after any scheduled day off for staff, excluding weekends, unless it is explicitly approved by the Superintendent of Schools.

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

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

   b. Approved visitation of other schools.

   c. Time necessary to take the selective service physical examination.

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

   e. Bereavement: Utilization of such leave shall be for the purpose of attending the funeral or making funeral arrangements in the case of death in the immediate family (spouse, mother, father, mother-in-law, father-in-law, brother, sister, children,

step-children, grandparents, grandchildren, step-grandchildren, and spouses of children or those living in the same household). This leave shall be for a maximum of five (5) days per occurrence unless written approval of the Superintendent is received. Three (3) days will not be charged against paid leave. Additional approved days will be charged to accumulated leave time. Any time above five (5) days must be approved by the Superintendent, or his/her designee.

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

B. Unpaid leaves of absence

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

1. A written request must be received by the Board not less than ninety (90) calendar days prior to the requested commencement of the leave. Waiver of this provision shall be at the sole discretion of the Board.

2. All requests shall state the reason for the leave, the requested commencement date, the length of the leave, and if applicable, the benefit to the teacher and school.

3. The commencement and termination dates (except as limited in Sections B.4 and B.5 of this Article) of leaves based upon illness, injury or disability (including disability from pregnancy) shall be based upon the teacher's ability to perform the work normally assigned to him/her. In cases of dispute, a doctor will make the determination mutually agreeable to the Association and the Board.

4. Leaves shall be for no more than one (1) year.

5. Leaves may be extended at the discretion of the Board for no more than one (1) additional year. Requests for an extension must be filed with the Board no later than ninety (90) days prior to the termination of the original leave. Waiver of this provision shall be at the sole discretion of the Board.

6. A teacher on an unpaid leave shall retain accumulated seniority, but shall not accrue additional seniority while on leave; and shall not be entitled to any compensation or benefits under the contract except as required by law. A teacher who completes more than 50% of the class days in any school year shall receive credit for that year as it applies to placement on the salary schedule.

C. Family Medical Leave Act

1. To the extent provided by the Family and Medical Leave Act (FMLA), an eligible bargaining unit member shall be granted leave and other rights specified by that law. When leave is taken by an eligible bargaining unit member under the FMLA, the Board shall likewise enjoy all rights and prerogatives afforded it by that law, whether or not the same are specifically enumerated in this Agreement. The parties intend that these provisions of the FMLA, including Board and bargaining unit member rights and responsibilities shall prevail over the terms of this Agreement to the extent of any conflict or inconsistency.

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

D. Miscellaneous conditions

1. The Superintendent for good reason may require a teacher to submit to a physical or mental examination by a doctor or other qualified healthcare provider selected by the Superintendent. Such examination shall be conducted during the teacher's normal workday without loss of pay. The Board shall pay the cost of such examination and associated testing.

2. Any member that is on paid leave may be required to complete identified duties such as, but not limited to, lesson plans and Individual Educational Plans, as identified and agreed upon with administration.

# ARTICLE 17

# PROFESSIONAL COMPENSATION

A. The salaries and extra-pay benefits of employees represented by this Association are set forth in Schedule A, Schedule B and Schedule C respectively.

B. Pay options are as follows:
   1. Twenty four (24) equal pays from September until August;
   2. Twenty four (24) pays with a lump sum by the end of June;
   3. Nineteen (19) equal pays through each teaching year.

C. Library: during the last two student days of the school year, library materials may not be checked out. The Media Centers will remain open for teachers needing to bring in classes for research through the last student day.

D. Any teacher or non-teaching professional who substitutes in another classroom or for another teacher, non-teaching professional or principal during their preparation period in the current school year will be credited with one (1) additional day of paid leave, as provided in Article 17, Section D.1. for each three hundred (300) minutes of substituting. Elementary teachers who substitute during their "specials time" (examples: art, music, P.E., technology) will be credited for minutes substituted towards the three hundred (300) minutes. A teacher or non-teaching professional may choose from the following:

   1. Turn the 300 earned minutes into a paid leave day at the time the minutes are earned, or

   2. On or before the 2nd Friday in May the staff person needs to determine whether accrued time will be converted to paid leave time by written request or via e-mail to Central Office. If no written request is made, any minutes accrued will be paid at a rate of $27.50 per hour.

E. Graduate hours that are necessary to qualify for the MA/BA+40 graduate-hour scale and the MA+15 graduate-hour scale found in Schedule A must be validated by a transcript of credit and presented to the business office no later than the end of the teacher's first working day. Transcripts of credit must be submitted before the start of the second semester to receive a prorated salary increase.

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

   Contracted Salary Amount / # of Teacher Days = Per Diem Rate
   Per Diem Rate / (Length of Teacher Day - Lunch) = Per Minute Rate
   Per Minute Rate x Minutes to be Paid = Cost per Day
   Cost per Day x # of Days = Contracted Amount for Teaching on Prep

G. Any member of the bargaining unit with 20 years or more of service to the district that retires or leaves the district in good standing (not for termination or disciplinary reasons) will qualify for the following leave time buyback:

**Step 1:** Members with 75-100 days will receive $20 a day.
Maximum Amount: $2,000

**Step 2:** Members with 101-125 days will receive Step 1 plus $30 a day for additional days 101-125.
Maximum amount: $2,750

**Step 3:** Members with 126-150 days will receive Step 1 and Step 2 plus $40 a day for additional days 126-150.
Maximum Amount: $3,750

H. Any member that notifies the district of retirement prior to January 1 of the year they are retiring will be eligible for an $800 stipend upon finalizing their retirement. Any member that notifies the district of retirement prior to March 1 of the year they are retiring will be eligible for a $400 stipend upon finalizing their retirement. Mid-year retirements will have to notify the district at least 6 months in advance to be eligible for the $800 stipend and 4 months in advance to be eligible for the $400 stipend.

# ARTICLE 18

# FRINGE BENEFITS

A. The Board shall pay the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act annual amounts toward the cost of the medical premium of one of the MESSA Medical Plans described in Article 18.B below each plan year for bargaining unit members electing medical insurance and his/her eligible dependents as defined by MESSA.

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

The remaining annual cost for the member's elected medical plan premiums shall be paid by the member.

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

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

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

B. MESSA medical plan options:

Annually, the Association shall elect the MESSA medical plan options that will be available beginning January 1 of each subsequent year. The elected options shall be determined by October 1 and communicated to the Administration and MESSA Representative for implementation.

Bargaining unit members choosing a MESSA Medical Plan will also receive the MESSA Ancillary non-medical benefits included in MESSA Plan B and the cost will be paid by the Board.

Plan B: MESSA/Delta Dental: 100/75/75/75, $2000 Annual Maximum, $2000 Ortho
MESSA/Vision Service Plan: Preferred
MESSA Life Insurance: $35,000 Life with AD&D
MESSA LTD:
Benefit: 60% Max $3,500
Max. Monthly Salary: $5,833

Waiting Period: 120 Calendar Days Modified Fill
Alcohol/Drug: Same as any other illness
Mental/Nervous: Same as any other illness
Social Security Offset/SS Freeze: Family/Yes
Pre-existing Condition: Waived
COLA: No

Bargaining unit members not electing a MESSA Medical Plan shall receive MESSA Ancillary non-medical benefits included in MESSA Plan B. The Board will also contribute the following dollar amounts each month toward the purchase of any MESSA tax-exempt variable and/or fixed options, or MEA Financial Services IRS approved tax-deferred annuities. Members may also choose cash in lieu in the amount of $400 upon provision of proof of legally acceptable and required health insurance coverage. If choosing cash in lieu, members will be paid in monthly installments.

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

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

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

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

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

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

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

# ARTICLE 19

# SCHOOL IMPROVEMENT

A. The Board, Administration, Teachers and Association recognize the necessity of maintaining ongoing district-wide school improvement plans and importance of continued recognition of quality educational services as a fundamental priority and shared goal of the parties.

B. The Board recognizes that the terms and conditions of the collective bargaining agreement will govern with respect to wages, hours and other conditions of employment and that those terms shall not be altered or modified through the school improvement process, absent written mutual agreement and ratification by the parties.

C. To the extent any proposed element of the District's school improvement plan conflicts with the terms of the Master Agreement, the identified provisions will be subject to renegotiation at the request of the Board. Any amendments to the agreement will be subject to ratification by the parties.

# ARTICLE 20

# MENTOR TEACHER

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

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

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

1st year mentee: $300/mentee per year
2nd year mentee: $240/mentee per year
3rd year mentee: $220/mentee per year
4th year mentee: $220/mentee per year
5th year mentee: $220/mentee per year

C. Up to 2 staff members may be selected as Mentor Program Coordinators. Pay shall be 3% of step one base salary per semester.

# ARTICLE 21

# MISCELLANEOUS

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

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

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

# ARTICLE 22

# ANCILLARY STAFF

# DISCIPLINE, RIGHTS, ASSIGNMENT, EVALUATION, UNPAID LEAVE, VACANCY, AND STAFF REDUCTION

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

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

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

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

Just cause provisions shall not apply during the probationary period.

Evaluations will be completed by June 15 of each year.

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

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

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

Evaluations are to be used to appraise ancillary staff about their performance. Evaluations may offer constructive criticism to address problem areas or concerns and to give praise for positive attributes. Evaluations shall not be used to impose disciplinary action.
In cases of unpaid leaves of absence, reinstatement ancillary shall be to the staff member's former position or to a similar position which is vacant.

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

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

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

# ARTICLE 23

# ALTERNATIVE EDUCATION

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

Any staff member that is assigned to the traditional Vestaburg Community School program or building for more than 50% of their assignment may not be assigned to the alternative program without consent. Any such assignment must be voluntary and agreed upon by both parties.

Teachers who agree to such assignment, may choose to continue as a member of the Vestaburg Education Association bargaining unit and maintain all rights associated with the current bargaining agreement including seniority, benefits, and salary. A Letter of Agreement will be signed and reviewed each year by the Association, Employee, and District.

# SCHEDULE A

| Base Salary at BA Level for 2024-2025 | | $40,033 | 7% increase over 2023-24 |
|---|---|---|---|

## Schedule A 2024-2025

| | BA/BS | | | MA or BA + 40 | | | MA + 15[1] | | |
|---|---|---|---|---|---|---|---|---|---|
| Step | Index | | | Index | | | Index | | |
| 1 | | 1.0000 | 40,033 | | 1.0650 | 42,636 | | 1.0800 | 43,236 |
| 2 | 0.040 | 1.0400 | 41,635 | 0.050 | 1.1150 | 44,637 | 0.050 | 1.1300 | 45,238 |
| 3 | 0.040 | 1.0800 | 43,236 | 0.050 | 1.1650 | 46,639 | 0.050 | 1.1800 | 47,239 |
| 4 | 0.040 | 1.1200 | 44,837 | 0.050 | 1.2150 | 48,641 | 0.050 | 1.2300 | 49,241 |
| 5 | 0.050 | 1.1700 | 46,839 | 0.060 | 1.2750 | 51,043 | 0.060 | 1.2900 | 51,643 |
| 6 | 0.050 | 1.2200 | 48,841 | 0.060 | 1.3350 | 53,445 | 0.060 | 1.3500 | 54,045 |
| 7 | 0.050 | 1.2700 | 50,842 | 0.060 | 1.3950 | 55,847 | 0.060 | 1.4100 | 56,447 |
| 8 | 0.050 | 1.3200 | 52,844 | 0.060 | 1.4550 | 58,249 | 0.060 | 1.4700 | 58,849 |
| 9 | 0.060 | 1.3800 | 55,246 | 0.070 | 1.5250 | 61,051 | 0.070 | 1.5400 | 61,651 |
| 10 | 0.060 | 1.4400 | 57,648 | 0.070 | 1.5950 | 63,853 | 0.070 | 1.6100 | 64,454 |
| 11 | 0.060 | 1.5000 | 60,050 | 0.070 | 1.6650 | 66,655 | 0.070 | 1.6800 | 67,256 |
| 12 | 0.060 | 1.5600 | 62,452 | 0.070 | 1.7350 | 69,458 | 0.070 | 1.7500 | 70,058 |
| *New Step 13 | 0.010 | 1.5700 | 62,852 | 0.010 | 1.7450 | 69,858 | 0.010 | 1.7600 | 70,459 |
| *New Step 14 | 0.010 | 1.5800 | 63,253 | 0.010 | 1.7550 | 70,258 | 0.010 | 1.7700 | 70,859 |
| *New Step 15 | 0.010 | 1.5900 | 63,653 | 0.010 | 1.7650 | 70,659 | 0.010 | 1.7800 | 71,259 |

## Longevity Pay

**Longevity Pay** begins after a bargaining unit member has been **employed by Vestaburg Schools** for 5 years.

*** For years 6-15, $1000 will be added to the Step the employee is on from **Schedule** A above.
For years 16-20, $1500 will be added to Step 15. Must have been employed by Vestaburg Schools for 15 years.
For years 21-25, $2500 will be added to Step 15. Must have been employed by Vestaburg Schools for 20 years.
For years 26+, $3500 will be added to Step 15. Must have been employed by Vestaburg Schools for 25 years.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Years 6-15 | | 1,000 | *** | | 1,000 | *** | | 1,000 | *** |
| Years 16-20 | | 1,500 | 65,153 | | 1,500 | 72,159 | | 1,500 | 72,759 |
| Years 21-25 | | 2,500 | 66,153 | | 2,500 | 73,159 | | 2,500 | 73,759 |
| Years 26+ | | 3,500 | 67,153 | | 3,500 | 74,159 | | 3,500 | 74,759 |

[1] **MA+15** means 15 hours/credits earned in addition to the MA degree. However, any staff that completes a Master's program that requires forty-five (45+) credit hours, shall be given credit on the MA+15 salary schedule in accordance with university requirements, for those hours required by the university.

| Base Salary at BA Level for 2025-2026 | | $42,035 | 5% increase over 2024-25 |
|---|---|---|---|

## Schedule A 2025-2026

| | BA/BS | | | MA or BA + 40 | | | MA + 15[1] | | |
|---|---|---|---|---|---|---|---|---|---|
| Step | Index | | | Index | | | Index | | |
| 1 | | 1.0000 | 42,035 | | 1.0650 | 44,768 | | 1.0800 | 45,398 |
| 2 | 0.040 | 1.0400 | 43,717 | 0.050 | 1.1150 | 46,870 | 0.050 | 1.1300 | 47,500 |
| 3 | 0.040 | 1.0800 | 45,398 | 0.050 | 1.1650 | 48,971 | 0.050 | 1.1800 | 49,602 |
| 4 | 0.040 | 1.1200 | 47,080 | 0.050 | 1.2150 | 51,073 | 0.050 | 1.2300 | 51,704 |
| 5 | 0.050 | 1.1700 | 49,181 | 0.060 | 1.2750 | 53,595 | 0.060 | 1.2900 | 54,226 |
| 6 | 0.050 | 1.2200 | 51,283 | 0.060 | 1.3350 | 56,117 | 0.060 | 1.3500 | 56,748 |
| 7 | 0.050 | 1.2700 | 53,385 | 0.060 | 1.3950 | 58,639 | 0.060 | 1.4100 | 59,270 |
| 8 | 0.050 | 1.3200 | 55,487 | 0.060 | 1.4550 | 61,161 | 0.060 | 1.4700 | 61,792 |
| 9 | 0.060 | 1.3800 | 58,009 | 0.070 | 1.5250 | 64,104 | 0.070 | 1.5400 | 64,734 |
| 10 | 0.060 | 1.4400 | 60,531 | 0.070 | 1.5950 | 67,046 | 0.070 | 1.6100 | 67,677 |
| 11 | 0.060 | 1.5000 | 63,053 | 0.070 | 1.6650 | 69,989 | 0.070 | 1.6800 | 70,619 |
| 12 | 0.060 | 1.5600 | 65,575 | 0.070 | 1.7350 | 72,931 | 0.070 | 1.7500 | 73,562 |
| *New Step 13 | 0.010 | 1.5700 | 65,995 | 0.010 | 1.7450 | 73,352 | 0.010 | 1.7600 | 73,982 |
| *New Step 14 | 0.010 | 1.5800 | 66,416 | 0.010 | 1.7550 | 73,772 | 0.010 | 1.7700 | 74,402 |
| *New Step 15 | 0.010 | 1.5900 | 66,836 | 0.010 | 1.7650 | 74,192 | 0.010 | 1.7800 | 74,823 |

## Longevity Pay

**Longevity Pay** begins after a bargaining unit member has been **employed by Vestaburg Schools** for 5 years.

*** For years 6-15, $1000 will be added to the Step the employee is on from **Schedule** A above.
For years 16-20, $1500 will be added to Step 15. Must have been employed by Vestaburg Schools for 15 years.
For years 21-25, $2500 will be added to Step 15. Must have been employed by Vestaburg Schools for 20 years.
For years 26+, $3500 will be added to Step 15. Must have been employed by Vestaburg Schools for 25 years.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Years 6-15 | | 1,000 | *** | | 1,000 | *** | | 1,000 | *** |
| Years 16-20 | | 1,500 | 68,336 | | 1,500 | 75,692 | | 1,500 | 76,323 |
| Years 21-25 | | 2,500 | 69,336 | | 2,500 | 76,692 | | 2,500 | 77,323 |
| Years 26+ | | 3,500 | 70,336 | | 3,500 | 77,692 | | 3,500 | 78,323 |

[1] **MA+15** means 15 hours/credits earned in addition to the MA degree. However, any staff that completes a Master's program that requires forty-five (45+) credit hours, shall be given credit on the MA+15 salary schedule in accordance with university requirements, for those hours required by the university.

| Base Salary at BA Level for 2026-2027 | | $42,876 | 2% increase over 2025-26 |
|---|---|---|---|

## Schedule A 2026-2027

| | BA/BS | | | MA or BA + 40 | | | MA + 15[1] | | |
|---|---|---|---|---|---|---|---|---|---|
| Step | Index | | | Index | | | Index | | |
| 1 | | 1.0000 | 42,876 | | 1.0650 | 45,663 | | 1.0800 | 46,307 |
| 2 | 0.040 | 1.0400 | 44,592 | 0.050 | 1.1150 | 47,807 | 0.050 | 1.1300 | 48,450 |
| 3 | 0.040 | 1.0800 | 46,307 | 0.050 | 1.1650 | 49,951 | 0.050 | 1.1800 | 50,594 |
| 4 | 0.040 | 1.1200 | 48,022 | 0.050 | 1.2150 | 52,095 | 0.050 | 1.2300 | 52,738 |
| 5 | 0.050 | 1.1700 | 50,165 | 0.060 | 1.2750 | 54,667 | 0.060 | 1.2900 | 55,311 |
| 6 | 0.050 | 1.2200 | 52,309 | 0.060 | 1.3350 | 57,240 | 0.060 | 1.3500 | 57,883 |
| 7 | 0.050 | 1.2700 | 54,453 | 0.060 | 1.3950 | 59,813 | 0.060 | 1.4100 | 60,456 |
| 8 | 0.050 | 1.3200 | 56,597 | 0.060 | 1.4550 | 62,385 | 0.060 | 1.4700 | 63,028 |
| 9 | 0.060 | 1.3800 | 59,169 | 0.070 | 1.5250 | 65,386 | 0.070 | 1.5400 | 66,030 |
| 10 | 0.060 | 1.4400 | 61,742 | 0.070 | 1.5950 | 68,388 | 0.070 | 1.6100 | 69,031 |
| 11 | 0.060 | 1.5000 | 64,314 | 0.070 | 1.6650 | 71,389 | 0.070 | 1.6800 | 72,032 |
| 12 | 0.060 | 1.5600 | 66,887 | 0.070 | 1.7350 | 74,390 | 0.070 | 1.7500 | 75,033 |
| *New Step 13 | 0.010 | 1.5700 | 67,316 | 0.010 | 1.7450 | 74,819 | 0.010 | 1.7600 | 75,462 |
| *New Step 14 | 0.010 | 1.5800 | 67,745 | 0.010 | 1.7550 | 75,248 | 0.010 | 1.7700 | 75,891 |
| *New Step 15 | 0.010 | 1.5900 | 68,173 | 0.010 | 1.7650 | 75,677 | 0.010 | 1.7800 | 76,320 |

## Longevity Pay

**Longevity Pay** begins after a bargaining unit member has been **employed by Vestaburg Schools** for 5 years.

*** For years 6-15, $1000 will be added to the Step the employee is on from **Schedule** A above.
For years 16-20, $1500 will be added to Step 15. Must have been employed by Vestaburg Schools for 15 years.
For years 21-25, $2500 will be added to Step 15. Must have been employed by Vestaburg Schools for 20 years.
For years 26+, $3500 will be added to Step 15. Must have been employed by Vestaburg Schools for 25 years.

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Years 6-15 | | 1,000 | *** | | 1,000 | *** | | 1,000 | *** |
| Years 16-20 | | 1,500 | 69,673 | | 1,500 | 77,177 | | 1,500 | 77,820 |
| Years 21-25 | | 2,500 | 70,673 | | 2,500 | 78,177 | | 2,500 | 78,820 |
| Years 26+ | | 3,500 | 71,673 | | 3,500 | 79,177 | | 3,500 | 79,820 |

[1] **MA+15** means 15 hours/credits earned in addition to the MA degree. However, any staff that completes a Master's program that requires forty-five (45+) credit hours, shall be given credit on the MA+15 salary schedule in accordance with university requirements, for those hours required by the university.

# Schedule B

All Schedule B percentages will be based on BA and the steps based on years.

Additionally, one percent (1%) will be granted for each week the season is extended due to advancement in the MHSAA finals that is not guaranteed in the regular season schedule.

| | | | | | |
|---|---|---|---|---|---|
| **Baseball** | **Varsity** | 10% | **Softball** | **Varsity** | 10% |
| | **Junior Varsity** | 7% | | **Junior Varsity** | 7% |
| **Basketball** | **Boys Varsity** | 12% | **Track** | **Varsity** | 10% |
| | **Boys JV** | 8% | | **Varsity Assistant** | 4% |
| | **Boys Freshmen** | 7% | | **Middle School** | 4% |
| | **Boys 8th Grade** | 4% | | **MS Assistant** | 2% |
| | **Boys 7th Grade** | 4% | | | |
| **Basketball** | **Girls Varsity** | 12% | **Volleyball** | **Varsity** | 10% |
| | **Girls JV** | 8% | | **Junior Varsity** | 7% |
| | **Girls Freshmen** | 7% | | **8th Grade** | 4% |
| | **Girls 8th Grade** | 4% | | **7th Grade** | 4% |
| | **Girls 7th Grade** | 4% | | | |
| **Cheerleading** | **High School** | 6% | **Wrestling** | | 9% |
| | **High School** (Winter/Competitive) | 6% | | | |
| | **Middle School** (Competitive) | 3.5% | | | |
| **Cross Country** | **Varsity** | 10% | | | |
| | **Middle School** | 4% | | | |
| **Football** | **Varsity** | 12% | | | |
| | **Assistant** | 8% | | | |
| | **Assistant** | 8% | | | |
| | **Junior Varsity** | 8% | | | |
| **Golf** | | 8% | | | |

1

## Schedule C

All Schedule C percentages will be paid based on BA Step 1.

| | | |
|---|---|---|
| **Student Council** | | |
| | **High School** | 6% |
| | **Middle School** | 4% |
| | **Elementary** | 3% |
| **Yearbook** | | |
| | **High School*** | 5% |
| | **Middle School** | 2% |
| * Position not paid if taught as a class during the school day. | | |
| **National Honor Society** | | 6% |
| **Safety Patrol** | | 3% |
| **Update** | | 3% |
| **Guidance **** | | 3% |
| ** Paid if required and/or approved by administration. | | |
| **Band Director** | | 6% |
| **Drama ***** | | 3% |
| *** Paid per performance not to exceed 2 performances in a school year. | | |
| **Class Advisors** | | 14% |
| A High School Class Advisory Committee will be formed and will consist of up to 8 members as agreed upon with Administration. A total percentage of 14% will be split equally among the members. | | |

| | | |
|---|---|---|
| **MSAC Teams** | | |
| | **Quiz Bowl** | 3% |
| | **Model UN** | 3% |
| | **Language Arts** | 3% |
| | **Talent Review** | 2% |
| | **Art Review** | 2% |
| | **Technology Team** | 2% |
| | **Forensics** | 2% |
| | **Science Olympiad** | 2% |
| | **E-Sports** | 2% |
| **Robotics Mentor^** | | $1750 |
| ^ Based on grant funding and subject to grant changes. | | |
| **Foreign Language Club** | | 3% |
| **Close Up** | | 2% |
| **MathCounts** | | 1% |
| | | |
| **Broadcasting^^** | | 3% |
| ^^ 1% per season for Fall, Winter, Spring | | |
| **Pilot Programs^^^** | | 2% |
| ^^^ Subject to change based on the program or approved club. | | |

| | |
|---|---|
| **Virtual Learning Teacher of Record** | Virtual TORs for students in the traditional K-12 building to be agreed upon annually based on the current year schedules and needs. |
| **$30 per hour Additional Duty Rate** | All other duties not designated in the contract or by a contract with the individual to be paid at a rate of $30 per hour. |

2

# Vestaburg Community Schools

## 2024-2025 Calendar

| | | |
|---|---|---|
| July 30 - August 2 | | Kindergarten Bootcamp |
| August 5 - August 8 | | Kindergarten Bootcamp |
| August | 5-13 | Teacher Work Time (Must sign in for 6 hours) |
| | 13 | New Staff Orientation |
| | 14 | PreK-12 Professional Development Day and Work Day 8:00 AM – 3:00 PM (includes Support Staff) |
| | 14 | PreK-12 Open House - 4:30 PM - 6:30 PM (Teacher Attendance Required) |
| | 15 | PreK-12 Professional Development Day and Work Day 8:00 AM – 3:00 PM (includes Support Staff) |
| | 19 | 11 AM Release (½ Day) First Day for K-12 Students ~ Teacher Work Time in PM |
| | 28 | 11 AM Release (½ Day) |
| | 29-30 | No School ~ DALMAC |
| September | 2 | Labor Day ~ No School |
| | 3 | First Day for Pre-School Students |
| | 18 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| October | 2 | Staff Meeting 3:10-4:10 PM |
| | 9 | 1 PM Release<br>PreK-12 Parent-Teacher Conferences 1:30-4:30 PM & 5:30-7:30 PM |
| | 10 | 1 PM Release<br>PreK-12 Parent-Teacher Conferences 1:30-5:30 PM |
| | 11 | No School |
| | 16 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| | 18 | Homecoming |
| November | 6 | Staff Meeting 3:10-4:10 PM |
| | 15 | No School |
| | 20 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| | 27 | 1 PM Release ~ Students & Staff released at 1:00 PM |
| | 28-29 | Thanksgiving Break |
| December | 4 | Staff Meeting 3:10-4:10 PM |
| | 18-19 | MS/HS Exams |
| | 19 | 1 PM Release ~ Teacher Work Time 1-3 PM |
| | 20 | 1 PM Release ~ Students & Staff released at 1:00 PM<br>End of 1st Semester<br>Winter Break ~ December 23, 2024 to January 3, 2025 |

| | | | |
|---|---|---|---|
| 1 | January | 6 | Classes Resume |
| 2 | | 8 | Staff Meeting 3:10-4:10 PM |
| 3 | | 15 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| 4 | | | |
| 5 | | | |
| 6 | February | 5 | Staff Meeting 3:10-4:10 PM |
| 7 | | 17 | No School |
| 8 | | 19 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| 9 | | | |
| 10 | | | |
| 11 | March | 5 | Staff Meeting 3:10-4:10 PM |
| 12 | | 17-18 | Pre-School Parent-Teacher Conferences |
| 13 | | 19 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| 14 | | 21 | 1 PM Release ~ Students & Staff released at 1:00 PM |
| 15 | | 24-28 | Spring Break |
| 16 | | 31 | Classes Resume |
| 17 | | | |
| 18 | | | |
| 19 | April | 2 | Staff Meeting 3:10-4:10 PM |
| 20 | | 9 | 1 PM Release ~ PSAT/SAT Testing in AM |
| 21 | | 16 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| 22 | | 18 | Good Friday ~ No School |
| 23 | | 23 | Kindergarten Round-up |
| 24 | | | |
| 25 | | | |
| 26 | May | 2 | 1 PM Release ~ Elementary Carnival 6:00-8:00 PM |
| 27 | | 3 | Prom |
| 28 | | 7 | Staff Meeting 3:10-4:10 PM |
| 29 | | 14 | Senior Night 6:00 PM |
| 30 | | 14 | Last Day for Seniors |
| 31 | | 18 | Graduation 2:00 pm |
| 32 | | 21 | 1 PM Release ~ PD 1:10-3:40 PM Staff Meeting 3:40-4:10 PM |
| 33 | | 26 | Memorial Day ~ No School |
| 34 | | 29 | 1 PM Release ~ MS/HS Exams Teacher Work Time 1-3 PM |
| 35 | | 30 | 1 PM Release ~ MS/HS Exams Teacher Work Time 1-3 PM |
| 36 | | | End of 2nd Semester |
| 37 | | | |
| 38 | | | |
| 39 | June | 2-6 | Possible Make-Up Days |
| 40 | | | |
| 41 | | | |
| 42 | | | |
| 43 | | | |
| 44 | | | |
| 45 | | | |
| 46 | | | |
| 47 | | | |
| 48 | | | |
| 49 | | | |
| 50 | | | |
| 51 | | | |
| 52 | | | |
| 53 | | | |

# APPENDIX A

# EVALUATION FORMS

Teacher Observation Lesson Plan Template

Post-Observation Feedback Form

Year-End Evaluation Reporting Form

Individual Development Plan (IDP) Form

# ARTICLE 24

## DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2024, and shall continue in effect until the thirtieth day of June 2027. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**Vestaburg Education Association**

By _____
President

By _____

By _____

**Vestaburg Board of Education**

By _____
President

By _____
Vice President

By _____
Superintendent