MASTER AGREEMENT

BETWEEN

VANDERBILT AREA SCHOOLS
BOARD OF EDUCATION

AND

VANDERBILT EDUCATION
ASSOCIATION
M.E.A., N.E.A.



2024-2027

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SECTION 1 - BASIC CONTRACTUAL PROVISIONS

SECTION 1.1 - AGREEMENT SECTION

This Agreement entered into this **November, 2024** by and between the Vanderbilt Education Association, hereinafter called the "Association", and the Michigan Education Association, hereinafter called the "MEA", affiliates of the National Education Association, hereinafter called the "NEA", and the Vanderbilt Area School **Board of Education**, Vanderbilt, Michigan, hereinafter called the "Board". The signatories shall be the sole parties to this Agreement.

VANDERBILT
ASSOCIATION

By_____
EA President

By_____
MEA UniServ Director

By_____
P.N. Committee Member

By_____
P. N. Committee Member

VANDERBILT
BOARD OF EDUCATION

By_____
President

By_____
Vice-President

By_____
Secretary

By_____
Treasurer

By_____
Trustee

By_____
Trustee

By_____
Trustee

By_____
Superintendent

Dated:_____

SECTION 1.2 - RECOGNITION

The Board hereby recognizes the Association as the sole and exclusive bargaining representative for all professional certified teaching personnel under contract, employed or to be employed by the Board**,** inclusive of any non-certified “qualified” personnel allowable under any alternative teaching provisions recognized by the State of Michigan or Federal Laws. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory and administrative. Such representation shall exclude superintendent, assistant superintendent, directors of school and community relations, principals, business manager, and titles of any other positions which are supervisory within the meaning of PERA. The term "teacher", when used hereinafter in the Agreement, shall refer to all professional employees whose responsibility is instruction represented by the Association in the bargaining or negotiation unit as above defined.

SECTION 1.3 - WITNESSETH

WHEREAS the Board and the Association recognize and declare that providing quality education for the children of Vanderbilt is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and WHEREAS the Board has a statutory obligation, pursuant to the Public Employment Relations Act, 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:

SECTION 1.4 - EXTENT OF AGREEMENT

A. This Agreement shall constitute the full and complete commitment 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. The Board retains the right to pass school policy which is not in conflict with this contract and that policy shall be binding upon the teachers, provided each teacher is given written notice of said policy.

B. Any individual contract between the Board and the individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of the Agreement and any individual contract hereafter executed shall expressly be made subject to and consistent with the terms of this Agreement to be executed by the parties.

C. This Agreement shall supersede any rules, regulations, personnel policies, or practices of the Board which shall be contrary to or inconsistent with its terms.

D. If any provisions of this Agreement or any application of the Agreement to any

employee or group of employees shall be found contrary to Law, then such provisions 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 and effect. It is further agreed that within ten (10) calendar days of notification of a final and binding determination of illegality, the **District** and Association will commence negotiations to reach a new Agreement concerning the subject matter of the provision determined to be illegal, with respect to any subject or matter not removed by law from the area of collective bargaining.

E. An emergency manager appointed under the Local Financial Stability and Choice Act, MCL 141.1501 *et seq*., may reject, modify, or terminate this collective bargaining agreement as provided in the Act. This clause is in this Agreement because it is legally required by state law.

F. Other than the wages and benefits identified in this Contract, there shall be no material increase in wages or benefits unless ratified by both parties. Steps will be granted, but lanes or benefit increases will not be allowed after this Contract has expired unless expressly ratified by both parties.

SECTION 1.5 - DURATION OF AGREEMENT

A. This Agreement shall be effective as of September 1, **2024** and shall continue in effect until August 31, **2027**. Negotiations between the parties shall begin at least sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended for a specific period(s) by mutual written agreement of the parties.

B. Copies of this Agreement shall be printed and presented to all teachers **by the Association** in a manner agreeable to both parties. They shall be distributed to all teachers employed by the Board. **The final signed copy of the contract shall** be completed and available to the Association thirty (30) working days after final ratification by both parties, or within thirty (30) working days after Association and Board representatives have completed the final proof of the contract, whichever occurs last.

SECTION 1.6 - CONTINUITY OF OPERATIONS

A. During the term of this Agreement, neither the Association nor any person acting in its behalf, nor any individual teacher covered by this contract will cause, authorize or support, nor will any Association members take part in any strike for any purpose whatsoever, i.e. the concerted failure to report for duty or willful absence of a teacher from his/her position or stoppage of work or abstinence, in whole or in part from the full, faithful and proper performance of the teacher's duties of employment. It is further agreed the Association will not itself--and will not request any other organization to--place a sanction of any form on the

Vanderbilt Area School District.

B. The Association will not support the action of any teacher taken in violation of this Section nor will it directly or indirectly take reprisals of any kind against a teacher who continues or attempts to continue the full, faithful and proper performance of his/her contractual duties or who refuses to participate in any of the activities prohibited by this Section.

SECTION 1.7 – PAYROLL DEDUCTIONS

A. The **District** shall make a payroll deduction, upon written request from the bargaining unit member, for annuities, credit union, savings bonds, medical and hospitalization insurance, and other plans or programs approved jointly by the **District** and the Association. MEA Financial Services shall be a vendor for 403(b) plans managed by the **District**.

B. All authorizations for payroll deductions will be in the superintendent's office by the first Friday of school. **The Board of Education agrees to deduct union dues from the salaries of teachers in the following manner:**

1. **Association dues will be collected from all paychecks of all teachers who authorize such a collection in writing consistent with Michigan law.**

2. **Association dues will be collected at regularly scheduled intervals (biweekly) beginning on the first pay week in September and continuing to the last pay week in June.**

3. **The Association will provide an updated list of all union members at the beginning of each month to facilitate the collection of union dues.**

C. Deductions will be made in substantially equal amounts from the teacher's paycheck(s) commencing the first pay that is feasible following the receipt of (1) the Association's annual request and (2) the voluntary written authorization from the teacher. The District may immediately cease Association dues deduction for a teacher if the teacher provides written notice to the Superintendent or their designee that the teacher is withdrawing consent for the Association dues deductions.

Unless the Superintendent or designee receives a written request from the teacher to discontinue the dues deductions, the dues deductions shall continue through the last pay period in June of each school year. The Board shall not process monies for Political Action Committee (PAC) donations associated with the dues structure.

D. In the event any individual or entity files any complaint or claim against the

Board (which includes its agents, employees, and officers) regarding dues deduction, the Association agrees to indemnify, defend, and hold the Board harmless against all costs, claims, demands, suits, or other forms of liability that may arise out of or by reason of action by the Board for the purpose of complying with the Agreement to deduct Association dues. If the Association agrees to defend the Board concerning a dues deduction claim, the Board may choose their legal counsel to defend any lawsuit or action or compromise or settle any claim made against the Board.

SECTION 1.8 - GRIEVANCE PROCEDURE

A. A claim by a teacher or the Association **or a group of teachers** that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

B. In the event a teacher believes there is a basis for a grievance, s/he will first discuss the alleged grievance with his/her building principal either personally or accompanied by an Association representative, except if the matter being grieved is the result of action taken by the Board or the Superintendent, the grievance may be elevated directly to Step **H., Mediation** of this procedure.

C. A copy of the written grievance**, using the form in Appendix B,** shall be delivered to the principal within ten (10) school days from the time the Grievant(s) knew or should have known of the violation. The written grievance shall include:

1. Identification of the Grievant(s).
2. Date cause of grievance occurred.
3. The date on which the grievance is being filed.
4. The grievant's assignment.
5. The facts upon which the grievance is based.
6. Identification, by section(s) and paragraph(s) of the applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.
7. Relief requested.
8. Signature.

D. Within five (5) school days of the receipt of the written grievance, the principal shall meet with the Association and Grievant in an effort to resolve the grievance. The principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.

E. If the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) school days of such meeting with the principal, or ten (10) school days from the date of filing the written grievance, whichever shall be later, the grievance shall be transmitted to the superintendent. Within five (5) school days the superintendent or his/her designee shall meet with the Association on the grievance and shall indicate his/her disposition of the

grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association **and the Grievant(s)**.

F. If the Association is not satisfied with the disposition of the grievance by the superintendent or his/her designee or if no disposition has been made within five (5) school days of such meeting or ten (10) school days from the date of filing, whichever shall be later, **then the Association may advance the grievance to the Board level.**

G. **Upon receipt of the grievance within the timeline for appeal, the Board of Education at its next regularly scheduled meeting shall hear the grievance. The Board shall meet with the Association representatives to hear the grievance and review documentary evidence relevant to the matter. The Board's decision shall be reduced to writing and provided to the Association withing fifteen (15) days of the Board hearing date.**

H. **If the Association is not satisfied with the Board's decision, the parties may pursue voluntary mediation through the Michigan Employment Relations Commission (MERC). If the parties are not able to reach an agreement through the medication process, then the matter can be submitted to arbitration.**

I. **If mediation does not resolve the matter,** the Association **may decide to submit** the grievance to arbitration before an impartial arbitrator. The grievance may be submitted to the arbitrator in accordance with the rules of the American Arbitration Associations, which shall likewise govern the arbitration proceedings. **Both parties agree that all arbitration hearings shall be held at District facilities or via digital platform.** If a grievance is not delivered to the American Arbitration Association within thirty (30) school days after the **conclusion of mediation,** it will be deemed to have been abandoned.

J. The Board and the Association shall not be permitted to assert in such arbitration proceedings on any grounds or to rely on any evidence not previously disclosed to the other party. The fees and expenses of the arbitrator shall be split by the parties. Both parties agree to be bound by the award of the arbitrator. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan **Revised School Code**. The arbitrator shall have no power to do the following:

1. S/he shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.

2. S/he shall have no power to interpret state or federal law.

3. S/he shall hear no grievance previously barred from the scope of the grievance procedure.

4. S/he shall have no power to rule on any matter involving the content of an employee evaluation.

5. S/he shall have no power or authority to rule on the suspension or discharge of a tenured teacher in those cases where the teacher or Association timely initiated resolution of the issue through the Michigan Teacher Tenure Act.

6. S/he shall have no power or authority to rule on any provision of this Agreement which contains an express exclusion from the grievance procedure.

K. The time limits provided in this Section shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any school year, it must be settled by (1) the last day of the school year, (2) or by a specified date agreed upon in writing by both parties. **An email exchange noting the time extension is sufficient. Absent a written extension, if the Association violates the time limits specified herein at any level, the grievance shall be considered dropped. If the District violates the time limits specified herein, the grievance may be advanced to the next step in the grievance procedure.**

L. Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event, however, shall the settlement be retroactive to earlier than thirty (30) days prior to the date on which the grievance is filed.

SECTION 1.9 - NEGOTIATION PROCEDURES

A. It is recognized that final ratification by a majority of the membership of the Association and the Board is necessary, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations or bargaining subject only to such ultimate ratification.

B. Negotiations shall be a good faith effort to reach agreement concerning wages, hours, and other terms and conditions of employment. Any agreement so negotiated will apply to teachers as defined in Section 1.2 of this Agreement and shall be reduced to writing and signed by the Board and the Association. It is recognized no final Agreement between the parties may be executed without ratification by the Board and the Association. The Board agrees not to negotiate at any time with any labor organization other than that designated as the representative pursuant to Act 379 of the Michigan Public Acts of 1965 **(PERA)**. The Board further agrees not to negotiate with any teachers' organization other than the Association in regard to changes in salaries or other conditions of employment to become effective during the term of this Agreement. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement may be modified in whole or in part by the parties by an instrument in writing duly

executed by both parties.

SECTION 1.10 - SENIORITY

A. Seniority is defined as the length of service within the District as of the teacher's first working day, for full time (**five (5) or** six (6) periods and one (1) conference period) teachers. Seniority for part-time teachers will accrue at a rate in proportion to full time employment (**for** example, one-half (1/2) day worked for one (1) year equals one-half (1/2) year of seniority). The first working day is the first day the teacher is working under the school calendar.

1. In the circumstances of more than one (1) individual beginning employment on the same date, all individuals so affected will participate in a drawing to determine position on the seniority list.

2. This drawing shall be conducted within the first two (2) weeks of school or within the first two (2) weeks of when the same employment date occurred. The Association and teachers so affected will be notified in writing by the administration, of the date, time and place of the drawing, and method.

3. Such notification shall be delivered to all affected parties at least forty-eight (48) hours in advance of the drawing. Such drawing shall be conducted with representatives of the Association and administration present.

4. If an affected teacher cannot be present for the drawing, s/he will give written notice that s/he is allowing another teacher to draw for him/her, including the name of that teacher. The teacher s/he chooses cannot be part of the tie; i.e drawing for him/herself and the other affected teacher, too.

B. A teacher shall lose seniority rights if s/he retires, resigns**, fails to return to work after three (3) consecutive days without notifying their supervisor,** or is discharged for reasons that are neither arbitrary nor capricious.

C. A seniority list shall be published and posted in the building of the District by October 15 of each school year. All bargaining unit members shall be ranked on the list in the order of their first work day. The Association shall have ten (10) work days to make corrections. **Once the ten (10) work days expire, the seniority list shall be deemed final.**

D. The Board will provide to the Association President, via email and attached Excel **or digital** document, a complete copy of bargaining unit employees after October 15 that includes the following:

1. First and last name
2. Start date of employment
3. FTE, step, lane placement as well as annual salary
4. Position assigned
5. School email address and personal email address
6. Home/mailing address and phone (cell) number

E. The Board will provide to the Association President, via email and attached Excel **or digital** document, the same information in Section D above within five (5) business days of any new hires of bargaining unit members that occur throughout the year.

F. Termination of employment, by any bargaining unit member, shall be reported to the Association President, including the termination date, via email no later than five (5) business days of the member's last day of employment.

SECTION 2 - EMPLOYMENT RELATIONSHIPS

SECTION 2.1 – TEACHER PLACEMENT

A. The right of determination of teacher employment and assignment is vested in the Board of Education, or its designated representative as outlined below. Requests by a teacher for a transfer to a different class or position shall be made in writing, one (1) copy of which shall be filed with the Superintendent and one (1) copy shall be filed with the Association. The request shall set forth the reasons for the transfer, the grade or position sought and the applicant's academic qualifications. The decision as to whether the transfer will be made is solely that of the Board. **The Board shall acknowledge receipt of the request for transfer within ten (10) working days.**

B. The Board reserves the right to promote on the basis of its own judgment of qualifications.

C. A vacancy is defined as any newly created bargaining unit position or a bargaining unit position which is open due to the resignation, retirement, transfer, reassignment, termination or death of the bargaining unit member. The Board shall determine whether or not to fill a vacancy. **All vacancies** that **are** to be filled will be posted for at least five (5) school days **to teachers' school email**. During the summer months, notices of vacancies will be **emailed to teachers via their school mail**. The Board agrees to give consideration for a vacancy to bargaining unit members.

D. Decisions about placement of a teacher shall comply with Revised School Code, Section 1248. The Superintendent or designee shall discuss involuntary transfer with the Association.

E. The Superintendent or designee has discretion to place or transfer a teacher into a position for which they are certified for, for a reason that is not arbitrary or capricious, including but not limited to the following clear and transparent factors:

1. Compliance with state and federal laws, regulatory standards, and state grant and categorical funding requirements.

2. Qualifications determined by the District, including but not limited to credential necessary for school or program accreditation.

3. Disciplinary record.

4. Length of service in the grade level or subject area.

5. Relevant special trainings, other than professional development or continuing education as required by state or federal law.

6. Effectiveness based on previous evaluations.

F. Alleged violations of this Article may only be grieved through mediation.

vacancy of not less than thirty (30) working days, highly qualified where applicable (defined by NCLB) and competency as reflected in the latest evaluation.

SECTION 2.2 - RESIGNATIONS

A. When a teacher desires to resign during the period of his/her contract, s/he shall file a request with the superintendent at least thirty (30) calendar days in advance in writing stating his/her reasons. The teacher will be notified in writing of the Board's decision within thirty (30) calendar days of the request. The resignation may be accepted by the Board if, in its judgment, the reasons are valid. For any contract not fulfilled without Board approval, the Board will take appropriate action as it sees fit.

SECTION 2.3 - ASSOCIATION RIGHTS

A. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on the school property according to rules and regulations established for use of facilities by the Board for any community group, provided this shall not interfere with or interrupt normal school operations. Association business, with mutual agreement of the Administration and Association, may be conducted with bargaining unit members on school property during the teacher's contractual working day.

B. The Association shall have the right to use school facilities and equipment normally available for teachers' use in the school building. Permission from the person in charge of equipment must be obtained before being used. The Association will be responsible for cost of breakage caused by it and materials used.

C. The Board agrees to furnish the Association with such public information which may be available concerning the financial resources of the District, tentative

budgetary requirements and allocations and such information which may be necessary to assist the Association to bargain collectively with the Board with respect to wages, hours and other terms and conditions of employment, together with any information necessary for the Association to process any grievance or complaint.

1. The Association agrees requests for such information will be made in writing through its president or someone designated by him/her and that requests will be made sufficiently in advance of their need so the Board may have ample time to prepare and/or assemble the information. In general, such information will be made available in the form in which it is kept, and the Board will not be required to prepare information in any specific format to meet the needs of the Association.

2. Original records may be examined only at the offices of the Board.

D. The Association shall have the right to use the school building facilities and equipment without rental charge for the purpose of conducting Association business. The Association agrees to abide by the rules and regulations established by the Board for use of school building facilities and equipment.

1. Such equipment shall be audio visual and general office equipment which is normally available for teachers' use.

2. Bulletin boards are now established in the room designated as the faculty lounge and shall be available for the exclusive use of the Association and the Board. Materials posted by the Association shall be in connection with official business of the Association or general education information and shall be signed by the Association Representative. The Association agrees not to use any other school bulletin boards for Association purposes.

E. Inter-school mail and school mailboxes may be used by the Association to distribute official communications. No teacher shall be prevented from wearing his/her insignia pins or other identification of membership of the Association either on or off school premises.

F. The Association meetings will be held outside of regular school hours of the teachers, unless approved by the administration.

G. Before submitting data required to demonstrate adequate yearly progress, the **District** shall provide the Association with an opportunity to review the school-level data, including academic assessment data. If the Association believes that the data is in error for statistical or other substantive reasons, it shall be given the opportunity to provide supporting evidence which shall be considered by the Board.

H. The Board shall provide a copy to the Association and post in the Teacher Work Room each month a copy of the Board meeting agenda prior to the

meeting. The Board shall do the same for the meeting minutes after each Board meeting.

SECTION 2.4 - TEACHER QUALIFICATIONS AND ASSIGNMENTS

A. Teachers will be assigned within the scope of their teaching certificate, their major or minor fields **and qualifications**.

1. Certified: Possessing a **standard, professional, advanced professional, or continuing teaching certificate** from the State of Michigan, **appropriate to the teaching level with the required endorsements, licenses, and/or approvals required by law to serve in the position assigned.**

2. Qualified: Possessing the appropriate certification as defined above, work experience with this **District** or another **District** (including supervised teaching experience) in the grade level, certification area, or department of the vacancy of not less than thirty (30) working days, highly qualified where applicable (defined by **MDE)** and competency as reflected in the latest evaluation.

B. All teachers shall be given written notice of their tentative teaching assignments or schedules for the forthcoming year not later than the end of the present school year. In the event changes in such assignments or schedules are proposed, all teachers affected shall be promptly notified and consulted.

C. **Lead/**Mentor Teachers

1. A **lead/**mentor teacher shall be as defined in Section 1526 of the School Code and shall perform the duties of a mentor teacher as specified in the code. The mentor teacher shall be a member of the bargaining unit unless there are more mentees than volunteer mentors.

   Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a mentor teacher by the Board. **The Parties agree that this contract language is intended to apply to newly hired teachers with no previous teaching experience in another school district, but this language may be applied on a case by case basis for teachers with previous experience in another school district.** In addition**,** a mentor may be assigned to a tenured teacher for assistance with a new assignment or plan of improvement by the Board. The mentor teacher shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources, and information in a non-threatening collegial fashion.

2. A **lead/**mentor teacher shall be assigned in accordance with the following:

a. Bargaining unit member participation as a tenured mentor teacher is encouraged, but shall be voluntary.

b. Effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification.

c. A mentee shall be assigned only one (1) mentor teacher at a time.

d. Mentor-Mentee relationships shall be evaluated on a yearly basis and shall be terminated at the request of either party.

3. Because the purpose of the mentor-mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the mentor teacher or mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in any matter related to the evaluation of the other, except the mentor teacher may make suggestions as to goals that could be included in the mentee teacher's IDP. Further, the mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the mentee nor shall the mentee be called as a witness in any grievance or administrative hearing involving the mentor teacher, except in cases involving illegal conduct.

4. Mentees shall be provided with a minimum of fifteen (15) days of Professional Development instruction during their first three (3) years of classroom teaching. Professional Development shall be scheduled within the parameters of the regular work day and work year.

5. A **lead/**mentor teacher shall make a classroom visitation at least once a month for a minimum of one (1) hour (or one class period) in length for the purpose of observing, assisting, or to otherwise be available to the mentee teacher as assigned. A substitute teacher shall be hired six (6) times each school year to facilitate this visitation for **lead/**mentor teachers who are members of the bargaining unit.

6. The **lead/**mentor teacher shall be compensated at a rate shown on Schedule B **in accordance with Michigan law.**

7. Lead/Mentor teachers will take on the following responsibilities on annual basis:

a. Mentoring new and less experience teachers.
b. Providing professional development and training.
c. Assisting in curriculum development and implementation.
d. Serving as a liaison between teachers and administration.

8. **A lead/mentor teacher is not an administrator and lead/mentor teachers report directly to their supervisor.**

9. The mentee may request and **lead/**mentor shall be allowed to join the mentee in required meetings such as but not limited to IEPs, manifestation hearings, etc.

SECTION 2.5 - PERSONNEL FILES

A. Upon request, and subject to guidelines of the "Bullard-Plawecki Employee Right to Know Act", a teacher has the right to review the contents of the personnel file maintained in his/her name of all records of the District pertaining to said teacher originating after initial employment, excluding initial references, and to have a representative of the Association accompany him/her in such review. The review shall be made in the presence of the Administrator (or designee) responsible for the safekeeping of these files.

No "verbal warnings" shall be contained in the Personnel File.

B. No material, including but not limited to student, parental or school personnel complaints, originating after initial employment will be placed in his/her file unless the teacher has had an opportunity to review the material.

C. A teacher may request that materials over four **(4)** years old be removed from the personnel file maintained in his/her name. The Superintendent, at his/her sole discretion, may remove such materials and give them to the teacher as long as doing so will not cause the District to violate any State or Federal law or regulation.

D. The teacher 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 teacher believes material placed in his/her file is inappropriate or in error, **the material will be corrected or expunged from the file in the District's discretion.**

E. Written notice shall be provided to a teacher in those cases where the District has received a Freedom of Information Act request for materials from the personnel file maintained in said teacher's name. The Board will endeavor to follow the timelines provided in the Act.

SECTION 2.6 - REDUCTION IN FORCE, LAYOFF AND RECALL

A. The Board maintains the sole discretion to reduce or restructure its educational program, curriculum and staff, and the procedures set forth in this Section shall be used in laying off of personnel or reducing hours of work.

B. A teacher shall be given sixty (60) calendar days notice prior to the end of the school year before he/she is laid off, unless there is a financial emergency.

C. **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. Classroom teacher layoff and recall decisions will be made by the Superintendent or designee in their discretion based on the following clear and transparent factors:**

1. **Compliance with state or federal laws, regulatory standards, and state grant and categorical funding requirements;**
2. **District-provided professional development, training, and academic preparation for an instructional assignment that is anticipated to contribute to the classroom teacher's effectiveness in that assignment and is integrated into instruction;**
3. **Qualifications and certification, including but not limited to credentials necessary for school or program accreditation;**
4. **Disciplinary record;**
5. **Previous effectiveness ratings;**
6. **Attendance and punctuality;**
7. **Seniority will be used as a tiebreaker when all other factors are equal.**

D. Reduction in force and recall decisions must be made based on classroom teacher effectiveness criteria established in Revised School Code Section 1249. Before the Board authorizes a classroom teacher reduction, the Superintendent or designee will notify, in writing, the affected classroom teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.

E. Right of recall shall be limited to three (3) years. Recall notification will be by certified mail to the teacher's last known address. It is the responsibility of the teacher to notify the Board of his/her current address. Refusal of an offer from the Board of an equivalent position for which the laid-off teacher is certified, or failure to respond within fifteen (15) calendar days of receipt of a written offer of a position made by the Board shall be cause for termination. Notification of acceptance by the teacher will be in writing, and delivered in person or by certified mail.

F. Teachers laid off shall have insurance benefits continued and paid by the Board in accordance with the provisions in Article 5.1 (Insurance Protection) until the end of the month following the notice of layoff, or the end of August, if being laid off at the end of the school year. 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).

G. The Board shall give written notice of layoff or recall from layoff by sending a registered letter or certified letter to the teacher at their last known address. It shall be the responsibility of the teacher to notify the Board of any change in address. It is the employee's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes as they occur.

H. Alleged violations of this Article may only be grieved through mediation.

SECTION 2.7 - PROFESSIONAL BEHAVIOR

A. Teachers are expected to comply with the written rules, regulations and directions adopted from time to time by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. The rules, regulations or directions will be publicized to the teachers and will provide reasonable time for adjustment.

B. A tenured teacher may only be discharged, demoted, or otherwise disciplined consistent with the standard identified in the Michigan Teachers' Tenure Act when due process is provided. Probationary teachers are at-will employees and may be disciplined or discharged for any reason at any time. The District reserves the right to apply disciplinary measures consistent with the severity of the infraction. The Board agrees to implement the concept of progressive discipline for disciplinary decisions. Progressive discipline may include verbal warnings, written warnings, written reprimands, unpaid suspensions, and discharge as appropriate to the disciplinary infraction.

C. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

D. A teacher, at all times, shall be entitled to have a representative present of the Association when s/he is being reprimanded, warned, or disciplined. When a request for such representation is made, such representation must be available within forty-eight (48) hours after the request is made.

E. Teachers will be familiar with and abide by contents of the Student Handbook,

Board Policy, Teacher's Handbook and any of the official Board publications pertaining to the procedures of the school district so long as it does not conflict with the provisions of this Agreement, and so long as copies of the above policies and publications have been distributed in writing to each new teacher at the beginning of the school year. Any changes or additions will be distributed to each teacher as they occur.

F. Alleged violations of this Article may only be grieved through mediation.

SECTION 2.8 - PROFESSIONAL DEVELOPMENT INSERVICE EDUCATION

A. Professional Development is an essential element of school improvement **pursuant to MCL 380.1277**. As such**,** it is aligned to the building's School Improvement Plan (SIP), also known as the District Acceleration Network (DAN).

B. The SIP/DAN committee of each building will be responsible for writing and submitting to the District, for submission to the State Board in accordance with P.A. 335 of 1993, the Annual Plan in order to obtain Professional Development funds. The required Annual Plan for Professional Development funding will be approved by the bargaining unit prior to submitting it to the Michigan Department of Education.

C. The building SIP/DAN committee shall serve as the comptroller of Professional Development funds and oversee the implementation of the plan for the Professional Development of all non-administrative employees. All expenses pertaining to the implementation of the Professional Development shall be from the Professional Development funds allocated to the buildings. The SIP/DAN committee may access additional sources of funding, if it chooses.

D. All Professional Development training/activities should occur during the Bargaining unit member’s contract day.

E. The building SIP/DAN committee will survey the employees each September, plan, organize, conduct, and approve all Professional Development training/activities for all Bargaining unit members. The building SIP/DAN committee may appoint subcommittee(s) to assist in the Professional Development Program/Planning.

F. Upon the request of the SIP/DAN committee, each teacher shall be required to participate, without extra pay, in the curriculum study, research and revision committees during the school year, as part of Professional Development and involvement. Arrangements for these curriculum revisions committee meetings shall be made by the SIP/DAN committee or their designee. These meetings shall be during the regular school day, and shall not be during inclement weather days, Saturdays, Sundays, or holiday periods. These days shall be entered on the school calendar. If the parties mutually agree to schedule these activities outside of the regular workday/year, participants shall be paid their per diem rate

of pay.

G. The Board agrees to provide, upon application and approval by the superintendent, the necessary funds for teachers who desire to attend one (1) professional conference each year. Travel, meals, lodging and registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. Conference attendance shall be approved by the building SIP/DAN committee.

H. In case of denial for financial reasons by the Superintendent, teachers may attend conferences using his/her own funds except for payment of the substitute teacher, which shall be paid by the Board. These days shall be charged as conference time and not personal days.

SECTION 2.9 - RIGHTS OF THE BOARD

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan and of the United States, including but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system. The exercise of these powers, rights, authority, duties and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and express terms of this Agreement.

B. The Board agrees to enforce, as they pertain to a public school district, the laws of the State of Michigan with specific attention being given to the Michigan School Code and regulations promulgated by the Michigan State Board of Education as pertains to teachers. The Board shall not direct or require a teacher to violate any federal law, state law or state regulation.

C. Board rights shall include, by way of illustration and not limitation, and limited only by the specific and express terms of this Agreement, the right to:

1. Assign, direct, and discipline its personnel, determine the number of personnel and the scheduling of all the foregoing.

2. Adopt rules and regulations.

3. Determine the qualifications of employees.

4. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions, buildings, or other facilities.

5. Make reasonable provisions for the health, safety, and first aid of its

employees during hours of employment.

D. The Board has the right to operate the school system efficiently and economically.

E. Nothing in this Agreement in any way shall prevent or limit the Board from participating in cooperative educational programs with any entity as long as no bargaining unit positions are reduced.

SECTION 2.10 - TEACHER RIGHTS

A. Pursuant to **the Michigan Public Employment Relations Act (PERA)**, the Board hereby agrees every teacher of the school shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation. As a duly elected body exercising governmental power under the laws of the State of Michigan, the Board undertakes and agrees it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan or 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 activities of the Association or collective bargaining negotiations with the Board, or his/her institution of any grievance, complaint, or proceeding under this Agreement.

B. The provisions of this Agreement and wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex or marital status. The Association, likewise, will not discriminate as far as the rights of its membership.

C. Membership in the Association shall be open to all teachers, regardless of race, creed, sex, marital status, or national origin.

D. The teachers shall be entitled to full right of citizenship and no religious or political activities of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the employment of such teacher.

E. The Association agrees that it shall not directly or indirectly discourage, deprive, coerce, harass or discriminate against any employee of the Board of Education with respect to the enjoyment of any rights conferred by the laws and the Constitution of Michigan and the United States, nor by reason of his/her membership or non-membership in the Association, his/her participation in or non-participation in the activities of the Association or collective bargaining negotiations with the Board, or his/her institution or non-institution of any grievance, complaint, or proceeding under this Agreement.

SECTION 2.11 - RESCHEDULING OF INSTRUCTIONAL DAYS

A. Scheduled days of student instruction which are not held because of conditions not within the control of school authorities, such as inclement weather, fire, epidemics, mechanical breakdowns, or health conditions, as defined by the city, county or state health authorities, may be rescheduled at the discretion of the Board to insure that there are a minimum number of days and hours of actual student instruction as is required in order to receive full State funding. Teachers will receive their regular pay for days which are canceled, but shall work on any rescheduled days with no additional compensation.

B. The Board shall not be required to cancel a "work day", ie: a day when teachers report but students are not in session such as an end-of-semester grading day, a parent/teacher conference day or an in-service day, or that portion of any day which is scheduled to be a partial "work day" even though students do not report. However, the Board may do so at its discretion. In reference to days and hours of student instruction as outlined in Section 1284 of the Revised School Code, as amended, the Board may reschedule all "work days" or partial "work days" which are canceled, at its discretion, to meet the student instruction requirement of the Revised School Code.

C. In all cases requiring hours to be rescheduled, the Board shall notify the Association within ten (10) working days of the date(s) to be rescheduled.

SECTION 3 - TEACHING CONDITIONS

SECTION 3.1 - ACADEMIC FREEDOM

A. The parties seek to educate young people in the democratic tradition, to foster recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for, the Constitution and the Bill of Rights and to instill appreciation of the values of individual personality. It is recognized these democratic values can best be transmitted in an atmosphere which is free from certain censorship and artificial restraints upon free inquiry and learning and in which academic freedom for teacher and student is encouraged. It is further recognized and agreed it is the responsibility of the teacher to present both sides of issues that are controversial in nature.

B. The teacher must exercise responsibility and prudence and must realize teaching in an elementary or secondary school places special responsibility upon the teacher to carefully consider the maturity level of the student and the special circumstances that surround the teacher-learning relationship.

C. To protect the Board, the Association agrees to indemnify and save harmless the Board against any and all claims, suits, damages or costs for actions involving this provision, provided:

1. The Association is to be immediately notified of any claims, suits or damages.

2. The Association is allowed to choose to settle the matter out of court.

3. The Association will determine the use of attorneys and their services.

D. Promotion & Retention

1. Each building will have a Retention Committee comprised of two (2) teachers, selected by the building's teaching staff, and one (1) administrator, selected by the administration. The standing members of this committee may add other professional staff to the committee on an as needed basis.

2. The Committee will evaluate each student who is recommended for retention on the basis of the District's Policy on Promotion and Retention. If the Committee and the teacher agree that a student's educational needs are best served by retention, the teacher and one (1) or more members of the committee will meet with the parent(s). The purpose of the meeting will be to explain why being retained at the current grade level meets the student's educational needs. If a student is retained at the current grade level, a plan for success will be developed. The plan will include what remedial educational support and other support is to be provided for the upcoming school year.

E. Grading

The evaluation of student performance is the responsibility of the teaching staff within the bargaining unit, unless the law expressly requires otherwise.

1. In the event there is a challenge to the assignment of a particular grade, the teacher shall be informed of the challenge and be provided with the reasons for the challenge, in writing, within three (3) workdays after the challenge is made.
2. The teacher shall be given the opportunity to respond to the challenge, in writing, within five (5) workdays of his/her receipt of the written notification of the challenge. Said response shall set forth evidence and rationale for the assignment of that grade. The response shall be filed with the immediate supervisor or his/her designee.
3. No grade shall be changed prior to a conference between the teacher, the immediate supervisor and the affected student and/or parent, unless the teacher waives the conference.
4. No grade shall be changed unless (1) the evidence shows that the grade was motivated by malice, bad faith or there was no rational basis for the grade under the established grading procedures of the teacher, or (2) said grading procedures are in conflict with established grading procedures of the District.
5. If the Administration changes a grade in conflict with the paragraph

immediately above, the student's record will indicate that the grade was not issued by the teacher but by the administration.

6. The teacher is entitled to Association representation during any meetings or conferences with the Administration regarding a challenge to a grade and all such meetings or conferences shall be conducted in private and kept confidential by the **District**.

SECTION 3.2 - STUDENT DISCIPLINE AND TEACHER PROTECTION

A. The Board recognizes its responsibility to give assistance to teachers with respect to the maintenance of control and discipline in the classroom within the confines of school policy.

B. The teacher bears the primary responsibility for maintaining proper control and discipline in the classroom and understands all disciplinary actions and methods invoked by the teacher shall be reasonable and just and in accordance with established Board policy. It shall be the responsibility of the teacher to report to the principal the name of any student who, in the opinion of the teacher, needs particular assistance from skilled personnel. Principal(s) and teachers will work cooperatively in resolving discipline problems which disrupt good classroom operation.

C. Any case of assault upon a teacher on school grounds or during a school-sponsored activity shall be promptly reported to the Board or its designated representative. The Board will provide **appropriate** legal counsel to advise the teacher of his/her rights and obligations with respect to assault and shall render assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

D. Assaults and Property Loss/Damage: The Board shall reimburse any teacher up to five hundred ($500) dollars during the course of one (1) school fiscal year for damages to or destruction or loss of the teacher's vehicle, clothing and/or personal items, provided such damage, destruction or loss occurred on school premises or while on a school sponsored activity and was not caused by the negligence of the teacher.

E. If any teacher **has a complaint** against **him/her** or sued as a result of any action taken by the teacher while in pursuit of his/her employment, the Board will provide **appropriate** legal advice and render assistance to the teacher in his/her defense, provided the teacher has acted within the scope of Board policy.

F. No action shall be taken upon any complaint by a parent of a student directed toward a teacher nor shall any notice thereon be included in said teacher's file unless such matter is reported in writing to the teacher concerned within five (5) days. **If such disclosure is not permitted by law, the teacher will be provided notice after any investigation by the District.**

G. In regard to all proceedings and documents regarding evaluations, discipline and other such Employer/employee relationships, the Board, Administration, Association, and **teachers** will endeavor to keep such matters confidential, except as follows:

1. As may be required under the Freedom of Information Act.

2. As may be required in response to P.A. 189 **(MCL 380.1230b)** requests.

3. In response to reference requests in those cases where the **teacher** has listed the district among his/her references.

4. As may otherwise be required by courts of competent jurisdiction, subpoena, or by State or Federal Statute.

SECTION 3.3 - INSTRUCTION

A. The parties will confer from time to time for the purpose of improving the selection and use of educational tools and the Board will undertake promptly to implement all joint decisions thereon made by its representatives and the Association. The Board agrees at all times to keep the schools reasonably equipped and maintained.

B. Instructional materials used in the school district shall reflect the dignity and worth of all human beings.

C. "SIP" as used in this Section shall mean a "School Improvement Plan" or equivalent as provided in Public Act 197, of 1989 [Section 15.1919 (919B) MSA] or similar plans, programs or processes such as by illustration and not limitation, effective schools, school/parent advisory committees, quality-of-work-life committees, quality circles, outcome based schools committees, District Acceleration Network (DAN), etc.

D. The provisions contained in this Section shall apply to all school improvement plans (SIP) as provided in Public Act 197 of 1989 [Section 15.1919 (919B) MSA], as well as to any other "SIP"**/DAN"** as defined by paragraph C above.

E. The Board and/or Administration will notify the Association as soon as possible of any intent to develop, explore, or begin a "SIP".

F. In the event that any provision(s) of a "SIP"**/DAN"** or application thereof violates, contradicts, or is inconsistent with the collective bargaining Agreement, the collective bargaining Agreement shall prevail.

G. There shall be a district-wide "SIP" committee. Teacher members shall be chosen by the Association.

H. There shall be a district-wide oversight committee composed of Association designees named by the Association and an equal number of administrative and/or Board designees, for the purpose of evaluating the "SIP" as to its conformity with this Section.

I. If "SIP" meetings or activities which require the attendance of a teacher are scheduled during a **teacher's** regular work day, the employee shall be released from duties, without loss of pay, to attend the meetings. If "SIP" meetings or activities are scheduled at a time other than a **teacher's** regular work day and/or year, the **teacher** shall be compensated **twenty-five dollars (**$25**)** per meeting attended, paid annually in June. Meetings scheduled by the committee chairperson must be approved by the superintendent.

J. The conditions which follow shall govern **teacher** participation in any and all plans, programs or projects included in the term "SIP":

1. Committee participation is voluntary.

2. Committee participation or nonparticipation shall not be used as a criterion for evaluation, discipline, discharge, assignment, or any other terms or conditions of employment.

3. No employee shall suffer loss or reduction of bargaining unit employment as a result of the implementation of any plan adopted by the committee.

K. The parties shall mutually agree as to any training provided with regard to "SIP". Such training, if necessary, shall be funded by the Board and shall occur prior to implementation.

L. "SIP" committees shall not address any of the following bargaining unit matters:

1. Wages.

2. Fringe benefits.

3. **Teacher** performance/evaluation.

4. Contract grievances.

5. Employee discipline.

6. Terms and conditions of employment.

M. After implementation of a plan, as outlined above, the Board and the Association will periodically evaluate the plan for the purpose of modifying the plan, altering the plan or eliminating the plan in part or in whole. No plan shall continue to the next school year unless the plan has been reevaluated.

SECTION 3.4 - TEACHER FACILITIES

A. The Board will maintain all equipment and school facilities **in accordance with existing law.** No teacher shall be required to work, maintain or supervise students in areas deemed to be unsafe or unhealthy.

B. The Board shall make available in each school, adequate lunchroom, restroom and lavatory facilities for teacher use and at least one (1) room appropriately furnished which shall be reserved for use as a faculty workroom. Provisions for such facilities will be made in all future buildings.

C. Upon the request of the Association, vending machines may be installed in the teachers' lounges. The profits from all such machines shall be remitted to the Association.

D. Telephone facilities shall be made available to teachers for their reasonable use.

E. A joint Safety Committee shall be formed for the purpose of reviewing the extent and quality of the following efforts in the District:

1. Thorough investigation of indoor air quality complaints.

2. Professional ventilation system assessment and design review.

3. Comprehensive indoor air quality testing and monitoring.

4. Ventilation system modifications and improvements.

5. Installation of indoor air quality equipment as well as service and maintenance.

6. Any condition deemed hazardous by the Committee.

F. The Committee shall be composed of two (2) employees from each bargaining unit within the District. **Each bargaining unit shall identify the employees that will represent them on the committee.**

G. The Board will provide a safe work environment.

SECTION 3.5 - TEACHING HOURS

A. The normal school day for students shall be **as established by the District** in the elementary and secondary schools. **Teachers must be at their assigned posts (ten) 10 minutes before school assisting students and ten (10) minutes after student dismissal.** If changes in the organization of the school day are necessary, the Board agrees to assign teachers to a total working day

not to exceed seven (7) hours and thirty (30) minutes for elementary and secondary teachers. This working day shall not exceed seven (7) class periods with one (1) of those class periods allowed for preparation. The Board has the sole responsibility, consistent with the limitations within this Section, for establishing the hours of work if a change in the organization of the school day is necessary. Each teacher shall be on duty and work the hours required to accomplish his/her total teaching assignment and responsibility. He/she shall remain in his/her place of assignment after his/her last pupil responsibility unless modified by the administration, except for lunch periods and unassigned preparation periods. Lunch periods will be scheduled by the administration. Each teacher is entitled to a thirty (30) minute duty-free, uninterrupted lunch period and shall be free to leave the premises with prior notification to building administrator or his/her representative. Teachers involved in extracurricular activities will be allowed to leave the building, if the activity is outside of the building, at the same time students are dismissed. Teachers involved in extracurricular activities inside the building will be allowed to attend to the needs of the activity, beginning at the same time students are allowed to leave the building, except to attend regularly scheduled staff meetings.

B. Each classroom teacher shall be required to teach no more than (regular classroom assignment) one thousand seven hundred fifty (1,750) minutes per full work week. In addition, each classroom teacher shall have two hundred seventy (270) minutes per full work week for preparation**.** Preparation time may include the usual professional activities connected with classroom activities; such activities need not be confined to the building in which the teacher is assigned. The Association agrees to bargain with the District on the time in this paragraph if the time causes the District to be penalized by the State. Special education teachers shall receive ½ day of release time (covered by a substitute teacher) per month to perform special education duties when their case load exceeds the state maximum.

C. Supervision of students is the teacher's responsibility during the entire school day. This includes activities in all school areas such as cafeteria, halls, lavatories, assemblies and any other place where students may congregate during the normal school day. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms and their lounge.

D. Upon the request of the administration, each teacher shall attend up to **one (1) general staff meeting per month (maximum ten (10) per school year), which lasts for sixty (60) minutes**. Such meetings shall be scheduled one (1) week in advance; however, a meeting may be called at any time if an emergency arises. Staff meetings **may last up to one (1) hour after the end of the school day. Teachers shall attend up to one (1) elementary or secondary department meeting per month during the school year which will last up to one (1) hour and will receive compensatory time or the substitute rate.**

E. All teachers, unless excused by the administration, shall attend each scheduled staff meeting. Any rescheduled staff meeting will not be rescheduled for two (2)

school days from regularly scheduled date.

F. A teacher will report to the Superintendent's office before the last day of school to clear up any financial matters such as sponsorships, organizations, etc.

G. A teacher may leave at the end of the half day at the end of each semester, including the last day of school, if student grades, teaching responsibilities and other duties are completed.

SECTION 3.6 - CLASS SIZE AND TEACHING CONDITIONS

A. It is recognized by the Board that class size is an important aspect of an effective educational program. The Board agrees to make a conscientious effort to keep class sizes at an acceptable number as dictated by the financial conditions of the District, the building facilities available, the availability of qualified teachers and the best interest of the District as deemed administratively feasible. The Board agrees to consider the recommendation of the teacher relative to class size and class composition.

B. An elementary teacher shall not have a split class which exceeds thirty (30) students. In the event this occurs, the **District** will reorganize the classroom structure within ten (10) school days.

C. K-6 teachers shall receive instructional aide time each day as funding allows. A coordinated schedule will be created by teachers and aides at the beginning of each school year and submitted to administration for approval.

D. Under no conditions shall a teacher be required to drive a school bus as part of his/her regular assignment.

E. All classroom teachers must have or provide a plan book which contains general plans for a week in advance and detailed lesson plans for at least one (1) day in advance. In cases of unexpected emergency, detailed lesson plans will not apply. Such a plan book must be available in the building at all times while school is in session. **Lesson plans must be made available to the Superintendent and other staff members, including substitute teachers and support staff, through a shared digital platform or other accessible means.**

SECTION 3.7 - LEAST RESTRICTIVE ENVIRONMENT

The Board and the Association acknowledge that least restrictive environment/**inclusion** Special Education Students is legally mandated and intended in the best educational interest of the student. For the purpose of this section, such students shall be referred to as "**Inclusion** Students".

A. If any teacher, in writing, advises the Administration and reasonably believes that an **Inclusion** Student assigned to the teacher has a current IEPC report that is not meeting the student's unique need as required by Law, the Administration shall call an appropriate case study or IEPC meeting which shall include the teacher.

B. Recognizing periodic changes in student status and enrollment subsequent to the start of the school year, to the extent possible, the Administration will strive to equalize the placement of **Inclusion** Students. This section will not apply if the teacher volunteers to take additional **Inclusion** Students. In such situations, the Administration, when possible, will reduce the class size by an equivalent number of students on a one-to-one basis. Such changes shall be made at the next available natural break in the schedule, (such as marking period, semester break, or vacation, etc.) taking into account the needs of all students involved.

C. In General Education Classrooms:

1. Any teacher who will be providing instructional or other services to an **Inclusion** Student in a regular education class shall be invited to participate in the student's IEP meeting. If that teacher is not identified prior to the IEP meeting, a meeting will be convened with the teacher to review the IEP. Such a meeting will be arranged through consultation with the teacher as soon as possible.

2. The student's IEPC must specify and provide for all specific support, materials, and services deemed necessary by the IEP. The District shall make every reasonable effort to support the receiving teacher with necessary classroom materials.

3. The **Inclusion** Student's placement should be determined to the extent permissible by Law and through the IEPC in such a way to be sensitive to both the educational process for the **Inclusion** Student and the other students in the classroom.

4. The Administration shall provide, upon the teacher's request, prior to such placement, whenever possible, awareness information to the affected teacher(s) and students regarding placement of **Inclusion** Students in the class(s). The activities shall be provided to promote a school climate that is receptive to the placement and to maximize the potential of the **Inclusion** Student while minimizing possible areas of concern. Should prior provision of such information not be possible, the information shall be

provided as early as can be arranged after the placement has occurred. At the teacher's request, information and/or training will be provided regarding appropriate instructional techniques and behavioral management for dealing with varying physical, mental, and emotional problems of **Inclusion** Students.

D. If delivery of related school health services is necessary to provide a student with a free appropriate public education, as mandated by the Individuals with Disabilities Education Act, those functions shall be performed by a qualified person. Except in life threatening or extenuating circumstances or unless the teacher volunteers, a teacher shall not be required to perform medical, hygienic, or other non-instructional specialized medical procedures for or on **Inclusion** Students. Where clean intermittent catheterization, nasal suctioning, tracheotomy care, and similar procedures are necessary to maintain a student in the classroom, for cases of emergency or extenuating circumstances, appropriate training will be provided to each teacher prior to the placement of that Special Education Pupil in the teacher's room.

This training shall include an explanation of procedures and emergency procedures for delivery of the school health service, identification of the appropriate persons to whom performance of that function may be permissibly delegated, the extent and availability of supervision for performance of the procedures and the authority for alteration, modification, or termination of the procedures.

The Board shall indemnify and hold harmless, any teacher who provides such services from liability for the performance of such services to the extent permitted by Law provided the teacher's actions were reasonable.

SECTION 3.8 – CLASSROOM TEACHER EVALUATIONS

A. The performance evaluation system shall be the Charlotte Danielson evaluation tool and will include:

1. **An evaluation of the teacher's job performance with timely and constructive feedback.**

2. **Clear approaches to measuring student growth with relevant data on student growth.**

3. **The use of student growth and assessment data as 20% of the year-end evaluation rating.**

B. Process: The Danielson Performance Evaluation system, "Post-observation Feedback Form", "Year-End Evaluation Reporting Form", and "Individual Development Plan (IDP) Form" will be used as the District's evaluation system program. Classroom observations that are intended to

assist in the year-end performance evaluation for teachers will be conducted as follows:

1. **Prior to classroom observations, the teacher shall be provided with a copy of the District evaluation form and an explanation of how the process works.**

    a. **The classroom observations used in the year-end evaluation must include a review of the teacher's lesson plan for the day of the observation and the state curriculum standard being used in the lesson.**

    b. **The classroom observation shall be no less than twenty (20) consecutive minutes.**

    c. **There shall be notice of each planned observation date given to the teacher for at least one (1) of the two (2) observations.**

    d. **The post-observation meeting shall be held no later than ten (10) calendar days after the observation occurred. At the post-observation meeting, the teacher will be provided with documented feedback.**

2. **Beginning July 1, 2024, the annual performance evaluation system will assign a year-end rating of "effective", "developing" or "needing support."**

C. **Tenured classroom teachers rated as highly effective or effective on the three (3) most recent consecutive year-end evaluations may be evaluated every third (3rd) year. If the classroom teacher is not rated as effective on one of the triennial year-end evaluations, the classroom teacher must receive year-end evaluations. If a classroom teacher on the triennial track is placed on an IDP or transfers to a new position, the Superintendent may choose to move the classroom teacher to annual evaluations; year-end evaluations for classroom teachers shall be completed at least five (5) business days before the end of the school year.**

D. **Training on the Charlotte Danielson evaluation tool for teachers and evaluators will be conducted as required by law in the first year of this Agreement. In subsequent years, training will only be for new hires unless the District adopts a new evaluation system. If a new evaluation system is adopted, training will be for all teachers.**

E. **If a classroom teacher receives an unevaluated rating, the teacher's rating from the school year immediately before the designation must be used unless otherwise provided in the law.**

F. 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.

G. A tenured teacher with one (1) "needing support" rating may request mediation through MERC. An Arbitrator has jurisdiction to consider a grievance filed under the grievance process by a tenured Classroom Teacher with two (2) consecutive ratings of "needing support" consistent with Michigan law.

H. Alleged violations of this Article may only be grieved through mediation.

SECTION 4 – LEAVES OF ABSENCE

SECTION 4.1 – PROFESSIONAL, PERSONAL, AND ASSOCIATION LEAVE

A. **Personal Leave –** At the beginning of every school year, each teacher shall be credited with four (4) days to be used for the teacher's personal business. A personal business day may be used at the discretion of the teacher.

No more than three (3) teachers shall be permitted to take a personal business leave day on the same date except in emergency and/or unusual circumstances. A teacher planning to use a personal business and/or compensatory day(s) shall notify his/her principal at least one (1) day in advance, except in cases of emergency. A personal leave day shall not be granted immediately before or after a holiday or vacation period, except in emergency and/or unusual circumstances on a case-by-case basis at the sole discretion of the Employer. Compensatory days can be used before a holiday or vacation but must still require authorization. The teacher may be asked to explain the reason for any personal leave requested for a school day immediately before or after holidays and vacation periods. Otherwise, no explanation will be required. A teacher will be given confirmation on his/her personal business day within twenty-four (24) hours of the time it is requested.

B. No teacher will be granted personal leave during the last two (2) weeks of each semester except in cases of emergency, as determined by the Superintendent or in his/her absence, the Principal.

C. Teachers may use their prep period to leave school with administration permission without loss of sick, comp, or personal time. The employee must report back prior to the beginning of the next hour of assignment or request appropriate time off as outlined in this contract. Administration may use their discretion to ask for verification of use of this time.

D. **Professional Leave –** The Board agrees to provide, upon application and approval by the Superintendent, the necessary funds for teachers who desire to attend one (1) professional conference each year. Travel, meals, lodging and

registration fees shall be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. Conference attendance shall be approved by the building SIP/DAN committee.

E. In case of denial for financial reasons by the Superintendent, teachers may attend conferences using his/her own funds except for payment of the substitute teacher, which shall be paid by the Board. These days shall be charged as conference time and not personal days.

F. **Association Leave – Each school year, the Association shall be granted five (5) Association Days by the District. These days are to be used by the Association President or designee for Association training. Association Days are limited to one (1) representative per day. If more than five (5) days are needed by the Association, such days will be granted with the cost of the substitute teacher being reimbursed to the District by the Association. The Association will also reimburse the Board on a current basis those sums paid to the Michigan Office of Retirement Services for Association business days as required by law.**

SECTION 4.2 - UNPAID LEAVE

A. A leave of absence up to one (1) year shall be granted to any teacher upon application for the purpose of participating in exchange teaching programs, the Peace Corps or Job Corps as a full-time participant in such program, provided each teacher states, in writing, his/her intention to return to the school system. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period. This leave may be extended for a second year, if requested by the teacher, at the sole discretion of the Employer.

B. A military leave of absence shall be granted to any who shall be inducted or shall enlist for military duty during the time of a national emergency in any branch of the armed forces of the United States. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as s/he would have been had s/he taught in the district during such period.

C. A teacher who is unable to teach because of personal illness or disability and who has exhausted all sick and personal leave available shall be granted a leave of absence without pay for the duration of said illness or disability, up to one (1) year **upon Board approval**. With Board approval, the leave may be renewed each year upon written request by the teacher. The Board's obligation to pay fringe benefit premiums on behalf of a **teacher** will not extend beyond the semester in which the teacher has exhausted his/her personal and sick leave **unless required by law**.

D. A child care leave of absence shall be granted upon application. Such leave shall be without pay or benefits and for a period not to exceed one (1) year.

Such leave may be reviewed for extension by mutual agreement of the Board and the teacher.

All requests for child care leave must be in writing and state the date the leave is to begin and the period of time for which the leave is being requested. A person returning from child care leave must present a doctor's verification of good health, if applicable. The teacher shall accrue no seniority nor receive credit for any experience toward advancement on the salary schedule for the period of such leave.

E. An unpaid family care leave of absence shall be available to a teacher for the care of any member of his/her family. **Under the unpaid family care provision, family shall be defined consistent with Section 4.3(A)(2).** The Board may approve the leave for up to one (1) year, subject to renewal by the Board. The teacher shall accrue no seniority nor receive credit for any experience toward advancement on the salary schedule for the period of such leave.

F. The Board and the Association agree that it is their mutual interest and understanding to comply fully with the terms and conditions of the Family Medical Leave Act of 1993 (FMLA). **For those eligible to take FMLA leave, the unpaid leave provisions of this Agreement shall be construed consistently with FMLA requirements. Applicable leaves of absence shall run concurrently with FMLA. To the extent allowable by law, FMLA leave shall be calculated on a rolling forward basis.**

G. **Teachers** shall have the option of using paid sick leave days **for FMLA.** While the parties understand and agree that the rights established by FMLA will not diminish any employee benefit programs or plans or paid leave provision dictated by the terms of the Master Agreement, they also agree that any rights afforded by the FMLA will not be used to expand any employee's contractual rights and benefits, provided those rights and benefits meet or exceed the basic requirements of the FMLA.

SECTION 4.3 - SICK LEAVE

A. At the beginning of each school year, each teacher shall be credited with twelve (12) days of sick leave, the unused portion of which shall accumulate from year to year, to a total of one hundred twenty (120) days which may be used for sick leave. Any member having accumulated beyond 120 days at the time of this contract ratification shall have those days paid at the rate specified in this agreement. The sick leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability: The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability, or that of an immediate family member, which shall include, in part, all disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth,

and recovery. Disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there-from shall be treated on the same terms and conditions as are applied to other temporary disabilities including, but not limited to, those terms and conditions involving commencement and duration of leave, accrual of seniority, reinstatement, continuance within insurance programs, etc.

a. In order for administration to properly plan for absences, teachers shall let their immediate supervisor know of doctor appointments as soon as possible. Teachers are encouraged to return to school as soon as possible after the doctor appointment has occurred and should let the immediate supervisor know in advance of the time at which they will return. Sick leave shall be **deducted** for the time actually absent (ie: one hour absent, the sick leave is **deducted** one hour). When the appointment will occur during the conference period, there will be no **deduction** of sick leave or pay as long as the **teacher** provides the **District** with written verification before or on the first working day after the appointment.

b. For absences due to illness extending four (4) consecutive work days or more, or when thirty percent (30%) or more of the total bargaining unit members are on sick leave on the same work day, the **District** may require a licensed physician's verification of illness.

2. Bereavement Leave Days: The teacher may take a maximum of three (3) days per death for immediate family. Immediate family shall be interpreted, for Section 4.3 only, as **spouse**, child, **parent**, **sibling**, father-in-law, mother-in-law, grandparent, grandchild, and corresponding step-families **and an individual that lives in the same household or an individual for whom the teacher is a legal guardian**. The limit on bereavement leave days shall be twelve (12) annually. Any bereavement days beyond twelve (12) will be deducted from sick leave days.

3. Additional Bereavement Days: Upon request, the teacher will be granted up to two (2) additional days leave, to be counted as and deducted from sick leave days. Any **teacher** requesting bereavement leave for other than immediate family will be granted up to three (3) sick leave days

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4. Medical and Nursing Care: The teacher may take three (3) sick leave days for bedside care or to make arrangements for medical or nursing care for a member of his/her immediate family.

B. Teachers needing more sick days than they have accumulated for extraordinary circumstances may have an additional ten (10) days donated to them from other teachers.

C. The Board shall **maintain a digital document that will be shared with the teacher setting forth his/her total accumulated leave and compensation**

time credit at the beginning of each school year and at the end of the first semester.

D. Absence due to illness or injury incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave. The Board shall pay to such teacher, the difference between his/her net salary and benefits received under the Michigan Workers Compensation Act for a period not to exceed three (3) years from date of injury. Such difference in pay shall be deducted from the teacher's accumulated sick leave, and the obligation to pay this difference will cease if/when the teacher's personal sick leave has been exhausted.

E. Teachers who have completed ten (10) years of service in the Vanderbilt Area Schools and who retire or resign shall be eligible to receive the substitute rate of pay for fifty percent (50%) of the accumulated sick leave.

1. A teacher with less than ten (10) years of service who is planning to leave the school's employment, and resigns by the end of the school year, will be paid the substitute's pay for only those days, of the twelve (12) sick leave days given that year, not used in the last full year of employment.

SECTION 5 - COMPENSATION AND BENEFITS

SECTION 5.1 - INSURANCE PROTECTION

A. The Board shall provide, to all full-time bargaining unit members, a MESSA Health Insurance Plan A or Plan B for a full twelve (12) month period commencing September 1 and ending August 31 for the **teacher** and his/her entire family. The Board will fund 80% of the cost of MESSA ABC 1. The Board will fund the deductible costs, $**1,650**/$**3,300**, as part of the Board's contribution.

New full-time bargaining unit members will receive 80% funding at 1/12th for each month from September to December for the ABC 1 plan deductible. The **teacher** will receive the same 80% funding for the deductible costs on January 1 as other **teachers**.

Any amounts exceeding the District's subsidy shall be payroll deducted in equal biweekly amounts from the teacher's first twenty-six (26) or twenty-seven (27) paychecks, and will not be subject to withholding provided compliance with applicable sections of the Internal Revenue Service Code. An open enrollment period shall be provided whenever contribution subsidy amounts change for the groups.

Teachers who leave before the end of the school year will have their insurance deductible and premium prorated based on their termination date. **If a teacher leaves before the end of the school year, the insurance will end at the end of the month when the teacher resigns, though a teacher who**

resigns/retires in June will maintain his/her insurance through August 31.

B. Insurance coverage for any sponsored dependent (as a MESSA option), other than spouse and children, will be available through the carrier, but solely at the expense of the **teacher**.

C. Only full time **teachers** not electing health insurance through the District shall receive $400 per month to be applied as follows for options up to 100% cash payment which may be applied toward an annuity in accordance with the District's IRS Section 125 Cafeteria Plan; any remaining subsidy amounts (including any funds set aside by a Salary Reduction Agreement), shall be used, subject to the guidelines of that plan, for the purpose of purchasing benefits, paying deductibles, and/or participating in other plan options as listed below:

1. MESSA fixed options as determined by the Association.

2. MESSA variable options and/or MEFSA insurance programs.

3. Other purposes as may be available under the 125 Cafeteria Plan.

The teacher can only receive cash in lieu of health insurance if the teacher:

1. **Voluntarily and in writing ops out of the available medical health care plan; and**

2. **Provides documentation to the Superintendent's designee that the teacher has other medical health care coverage that meets the minimum value and coverage requirements of the Patient Protection and Affordable Care Act (ACA).**

D. If a husband and wife are members of the same bargaining unit, one member will be eligible for full family benefits of Plan A, and the other member $400 per month and Plan B.

E. Part-time teachers who need Health Insurance will share the premium with the Board in proportion to time worked. Example: A teacher who works 2/5 time will receive 2/5 of the health insurance premium paid by the Board. The remaining 3/5 of the health insurance premium will be paid by the teacher.

F. Part-time teachers who do not need Health Insurance shall receive **the** prorated annuity option.

MESSA PAK

Plan A - For **teachers** needing health insurance

MESSA ABC 1 ($**1,650**/$**3,300**) with **3 Tier** Mandatory Mail

LTD	-	70% $5,000 maximum **60** calendar days – **Calendar Day Modified Fill (CDMF)** Freeze on offset Alcohol/Drug – 2 years Mental/Nervous – 2 years
Dental	-	100/**100**/**90/90**: $2,000; $2,000
Life	-	$50,000 AD&D
Vision	-	**VSP 3 Plus P 250 CL**

Plan B	-	For **teachers** not needing health insurance
LTD	-	70% $5,000 maximum **60** calendar days – **Calendar Day Modified Fill (CDMF)** Freeze on offset Alcohol/Drug – 2 years Mental/Nervous – 2 years
Dental	-	100/**100**/**90**/**90**: $2,000; $2,000
Life	-	$50,000 AD&D
Vision	-	VSP 3 Plus 250 CL

SECTION 5.2 - SALARY SCHEDULES

The Parties agree to the Salary Schedule below for the duration of the 2024-2027 contract. Teachers will receive salary steps and advance lanes (certificate columns) as listed in the Schedule.

A. Salary Steps – Each salary step shall represent one (1) full year of employment with the District. Advancement from one step to the next shall be automatic upon completion of a full school year of employment with the District.

B. Certificate Column – A Teacher will be placed on the proper column of the Schedule in Article 5.2 based upon receipt by the District of official transcripts. All degrees and credits must be earned at accredited institutions while enrolled in a planned program applicable to the current teaching assignment. A teacher should notify the District prior to the end of the school year that s/he may have increased credits. All credits must be earned after completion of a teaching certificate.

C. **A teacher who works less than a full school year shall receive a prorated salary and benefits determined by the ratio of the number of days employed to the number of days required for a full school year. A Teacher who works less than a full day's schedule shall receive a prorated salary and benefits determined by the ratio of the number of hours worked to the number of hours in a full day's schedule.**

D. Longevity is paid after fifteen years of teaching experience (including a maximum of five years of outside experience as defined in Section 5.3). The Board agrees to pay longevity as per the schedule **below**.

2024-2027 Salary Schedule

Step	BA	BA+18	BA+30	MA	MA+15	Index/col
1	$37,784	$38,997	$39,603	$40,266	$41,526	1
2	$38,540	$39,777	$40,395	$41,071	$42,357	1.02
3	$39,295	$40,557	$41,187	$41,877	$43,187	1.04
4	$40,051	$41,337	$41,979	$42,682	$44,018	1.06
5	$40,807	$42,117	$42,771	$43,487	$44,848	1.08
6	$45,341	$46,796	$47,524	$48,319	$49,831	1.2
7	$46,852	$48,356	$49,108	$49,930	$51,492	1.24
8	$48,364	$49,916	$50,692	$51,540	$53,153	1.28
9	$49,875	$51,476	$52,276	$53,151	$54,814	1.32
10	$51,386	$53,036	$53,860	$54,762	$56,475	1.36
11	$52,898	$54,596	$55,444	$56,372	$58,136	1.4
12	$54,409	$56,156	$57,028	$57,983	$59,797	1.44
13	$55,920	$57,716	$58,612	$59,594	$61,458	1.48
14	$57,432	$59,275	$60,197	$61,204	$63,120	1.52
15	$58,943	$60,835	$61,781	$62,815	$64,781	1.56
16		$61,139	$62,090	$63,129	$65,104	1.005
17		$61,444	$62,398	$63,443	$65,428	1.01
18		$61,748	$62,707	$63,757	$65,752	1.015
19		$62,052	$63,016	$64,071	$66,076	1.02
20		$62,356	$63,325	$64,385	$66,400	1.025
21		$62,965	$63,943	$65,013	$67,048	1.035
22		$63,573	$64,561	$65,642	$67,696	1.045
23		$64,181	$65,179	$66,270	$68,343	1.055
24		$64,790	$65,796	$66,898	$68,991	1.065
25		$65,398	$66,414	$67,526	$69,639	1.075
26		$65,702	$66,723	$67,840	$69,963	1.08
27+		$66,006	$67,032	$68,154	$70,287	1.085

For the 2024-25 school year, the Board agrees to provide teachers with a $2,500 base salary increase for Step 1. For the 2025-26 school year, the Board agrees to allow teachers to advance a step on the salary schedule contingent on the continuation of Office of Retirement Service (ORS) savings for the 2025-26 school year (PA 127 of 2024). For the 2026-27 school year, the Board agrees to allow teachers to advance a step on the salary schedule contingent on the continuation of the Office of Retirement Service (ORS) savings for the 2026-27 school year (PA 127 of 2024). For the 2024-25 school year only, the Board agrees to provide retro pay back to the beginning of the school year.

SECTION 5.3 - PROFESSIONAL COMPENSATION

A. The basic salaries of all teachers covered by this Agreement are set forth in Section 5.2 which is attached to and incorporated in this Agreement. Said salary is for **one thousand ninety-eight (**1098**)** instructional hours and shall remain in effect during the designated period. If additional hours are bargained into this 1098 instructional hour schedule, the salary schedule shall be increased proportionally

B. If a teacher agrees, at the written request of Administration, to teach an extra class period, he/she shall be compensated an additional amount determined by the ratio of one (1) to the number of teaching periods in the school day.

1. If a 9-12 teacher agrees, at the written request of Administration, to teach two **(2)** different preps within the same class period, with the exception of on-line classes, he/she shall be compensated per schedule B "Conference Sub" (ie: Accounting I and Accounting II; French I and French II, etc.). The intent of this language is to prevent the **District** from reducing a full teacher schedule by offering two **(2)** classes simultaneously.

This language is only to be specifically applied to the circumstance which occurs when a teacher agrees to teach two **(2)** preps during the same class period.

2. When a teacher is teaching his/her own regular students and includes, at the request of Administration, in the same class time, the class of another teacher, he/she shall be compensated at the Schedule B "Conference Sub" rate; or at the choice of the teacher, compensatory paid time off at the rate of one (1) hour for each class. One (1) compensatory day is a total of five (5) hours. (NOTE: Same as 5.3, D)

3. Any teacher that does not receive a duty-free lunch due to assigned lunch duty shall receive one-half (1/2) hour of compensatory time for each lunch period supervised.

4. Accumulated compensatory hours shall be limited to fifteen (15) hours by the end of the school year. Hours above the maximum shall be paid out in

the next pay period at the Schedule B "Conference Sub" rate.

C. **Salary schedule placement is determined by certified teaching experience. Teachers with previous teaching experience will receive ½ step on the salary schedule for each year of experience up to a maximum of Step 12. The Association will be informed of the District's recommendation regarding a new teacher's salary schedule placement.**

D. Whenever a classroom teacher is requested by the Administration to substitute for another classroom teacher or administrator during his/her planning time, the classroom teacher who performs the substitution shall be compensated per Schedule B "Conference Sub" or allowed compensatory time equal to the amount of time subbed. One compensatory day is a total of five (5) hours. Each classroom teacher shall designate the type of compensation to be received in the first week of his/her school year.

E. Teachers who accumulate compensatory time shall take no more than two (2) consecutive work days of compensatory time at any one time (exceptions may be made to this limitation when due to emergency or extenuating circumstances, at the discretion of the Superintendent.

F. Teachers employed in extra-duty assignments as set forth in Section 5.4, which is attached to and incorporated in this Agreement, shall be compensated in accordance with the provisions of this Agreement without deviation.

G. Teachers required, in the course of their work to drive personal automobiles, shall receive a car allowance of the current IRS rate per mile. The same allowance shall be given for use of personal cars for field trips or other business of the school district.

H. Teachers shall be paid bi-weekly with 26 **or 27** equal payments.

I. If a teacher earns enough credits by the first day of each semester to advance from one **certificate column track (lane)** to another, his/her salary will be figured on the new track and his/her contract will be rewritten. Responsibility of such updating is that of the teacher. **The District will use its best efforts to ensure that the salary changes will be effective the next full pay period following the District's receipt of the documents verifying the teacher's educational achievement.**

J. The Association and Board will continue to explore ways to incorporate SCECHs (State Continuing Education Clock Hours) as experience credit on the salary schedule. **The current SCHECH to semester hour credit ratio per MDE is 25 SCHECHs = 1 semester hour.**

K. Teachers not using more than two (2) sick days per school year (days used for bereavement or donated to another teacher per 4.3, **B.**, Sick Leave shall not be counted) and will be compensated in a lump sum payment according to the

following schedule:

Days Used	Amount To Be Paid
0	$ 175.00
1	150.00
2	125.00

This payment will be made after the close of the school year and before **the first period on** July 1. Any payment received shall in no way affect the number of sick days accumulated by any teacher.

L. Teachers not using personal days during the school year will be compensated seventy dollars ($70) per day with a bonus payment for using zero (0) personal days as illustrated in the following schedule:

Days Used	Amount To Be Paid
0	$ 350.00
1	210.00
2	140.00
3	70.00

This payment will be made in a lump sum payment after the close of the school year and before July 1 per the procedure for non-use of sick leave days above.

M. The Board shall pay $50.00 of the cost of **teacher certification and** renewal. The Board shall pay the full cost of an emergency certificate when it is required by the Board.

A lead teacher shall be appointed to fill in for the administrator when s/he is out of the building, at the administrator's discretion. If they are appointed, lead teachers shall be paid for two (2) hours or receive two (2) hours of compensatory time.

N. Each **teacher** who retires shall be credited with two (2) vacation days to be paid at a per diem rate.

SECTION 5.4 – SCHEDULE B

Annual appointments are not guaranteed for each school year. Vacancies in Schedule B positions will be posted per Section 2.1, C.

POSITION

Athletics

Athletic Director	$300 plus $300 per school team
Varsity Sports	$2500
Junior Varsity Sports	$2000

Middle School Sports	$1000
Special Olympics	$300
Game Manager	**2** hrs Comp or $**50.00** / night
Game Workers*	½ hr Comp or $10 / game

**Game workers take tickets, run the clock, keep the scorebook or flag games for athletic competitions.*

Coaches will be compensated if the season is cancelled prior to the beginning of the season due to a pandemic, government shutdown, or local health emergency, provided the coach presents information of significant planning or startup activities in preparation for the season. The percentage of compensation will be determined by the District. The percentage of compensation will be discussed between the Association and the District.

Optional Duties

Student Council	$300
NHS	$300
Class Sponsors (8th-12th)	$300
Yearbook	$300
Mentor Teacher	$624
Test Coordinator	**$3000**
Conference Sub	$25 / hr.
Communications Team	**$2000 total (distributed amongst group)**
Lead/Mentor Teacher	**$1000 (1 elementary, 1 secondary)**

In the event that there are insufficient athletes for a specific varsity or junior varsity team as determined by the Athletic Director, the coach will receive prorated compensation upon presentation of information that the coach has provided team services. If a junior varsity team is discontinued, the Junior Varsity Coach will become the assistant to the Varsity Coach to earn the remainder of the coaching stipend for the season.

A. Coaches should have contact with athletes a minimum of four (4) days of practices and/or games per week for the duration of the season, start to end, per MHSAA guidelines. The coaching stipend will be prorated and compensation paid to the coach's substitute if these minimums are not met. **Payment will be received consistent with Michigan law.**

B. The Athletic Director shall be compensated at a prorated amount over the year. The Athletic Director will be compensated at a rate equal to the Game Worker Stipend for every evening and Saturday in attendance at scheduled Vanderbilt Area Schools athletic events.

C. The rate of pay for any extracurricular activity which is not listed above, but occurs after ratification of this contract, will be bargained with the Association.

D. A coaching experience step will be paid at the rate of an additional 5% of Schedule B base for over and above five (5) years, and at the rate of an

additional 10% of Schedule B base for over and above ten (10) years. The rest of Schedule B, with the exception of the position of Game Worker will be paid at the rate of an additional 5% of Schedule B base for over and above five (5) years. This Schedule B experience step will be paid for years of Schedule B service in the same activity in the Vanderbilt Area Schools District. Provided, however, that if consecutive years are interrupted for reasons other than medical, he/she will serve the first year back at the beginning rate for such duties, but will be restored to his/her full credit for years served in the activity at the beginning of the second year of service after returning to the activity. Such credit shall include the year served at the beginning rate.

E. Nothing contained in this Schedule B compensation schedule shall guarantee that a position or positions listed shall be filled, nor prohibit the addition of additional personnel in any capacity.

APPENDIX A - SCHOOL CALENDARS

VAS 2024-2025 School Calendar

August
- 26th Teacher PD
- 27th Teacher PD
- 27th Open House 4 pm - 6 pm

September
- 2nd No School - Labor Day
- 3rd First Day of School

October
- 2nd Count Day
- 4th No School - Teacher PD
- 31st End of Quarter One
- 31st Halloween Celebrations

November
- 1st No School - District PD
- 15th No School - Teacher PD
- 21st Parent Teacher Conferences
- 27th - 29th Thanksgiving Break

December
- 2nd School Resumes
- *TBD* Christmas Concert
- Dec 21st - Jan 5th Winter Break

January
- 6th School Resumes
- 20th No School - Teacher PD
- 24th Exams - End of First Semester

February
- 12th Count Day

March
- 18th Community Night
- 22nd - 30th Spring Break
- 31st School Resumes

April
- 4th End of Quarter Three
- 17th Parent Teacher Conferences

May
- 16th Seniors' Last Day
- 19th Awards Day
- 20th K & 8th Grade Celebrations
- 22nd Class of 2025 Graduation
- 26th No School - Memorial Day

June
- 5th Exams
- 6th Tentative Last Day
  End of Semester Two
- *9th Weather Make-up Week*
  (if applicable)

Important Information

Daily Schedule 8:00 - 2:50 p.m.

Cafeteria Doors / Student Drop Off

Doors Open at 7:50 a.m.

Students dropped off before 8:00 a.m. must use this entrance.

Doors LOCK at 8:00 a.m.

Students dropped off after 8:00 a.m. need to enter through the front office.

As of 05/07/2024

VAS 2025-2026 School Calendar

August
- 25th Teacher PD
- 26th Teacher PD + Open House
- 27th New Teacher PD

September
- 1st No School - Labor Day
- 2nd First Day of School

October
- 1st Count Day
- *TBD* No School - Teacher PD
- 31st End of Quarter One
- 31st Halloween Celebrations

November
- 3rd No School - District PD
- 20th Parent Teacher Conferences
- 26th - 30th Thanksgiving Break

December
- 1st School Resumes
- *TBD* Christmas Concert
- Dec 20th - Jan 4th Winter Break

January
- 5th School Resumes
- 19th No School - Teacher PD
- 23rd Exams - End of First Semester

February
- 11th Count Day

March
- 24th Community Night
- 27th End of Quarter Three
- 28th - 5th Spring Break

April
- 6th School Resumes
- 16th Parent Teacher Conferences

May
- 15th Seniors' Last Day
- 19th Awards Day
- 20th K & 8th Grade Celebrations
- 22nd Class of 2026 Graduation
- 25th No School - Memorial Day

June
- 4th Exams
- 5th Tentative Last Day
- End of Semester Two
- *8th Weather Make-up Week (if applicable)*

Important Information

Daily Schedule 8:00 - 2:50 p.m.

Cafeteria Doors / Student Drop Off

Doors Open at 7:50 a.m.

Students dropped off before 8:00 a.m. must use this entrance.

Doors LOCK at 8:00 a.m.

Students dropped off after 8:00 a.m. need to enter through the front office.

As of 09/04/24

VAS 2026-2027 School Calendar

August

24th Teacher PD
25th Teacher PD + Open House
26th New Teacher PD

September

This school year starts BEFORE Labor Day

1st First Day of School
4th No School
7th No School - Labor Day

October

7th Count Day
TBD No School - Teacher PD
30th Halloween Celebrations

November

2nd No School - District PD
6th End of Quarter One
19th Parent Teacher Conferences
25th - 27th Thanksgiving Break
30th School Resumes

December

TBD Christmas Concert
Dec 21st - Jan 1st Winter Break

January

4th School Resumes
18th No School - Teacher PD
22nd Exams - End of First Semester

February

10th Count Day

March

23rd Community Night
25th End of Quarter Three
26th - 4th Spring Break

April

5th School Resumes
15th Parent Teacher Conferences

May

21st Seniors' Last Day
25th Awards Day
26th K & 8th Grade Celebrations
28th Class of 2026 Graduation
31st No School - Memorial Day

June

8th Exams
9th Tentative Last Day
End of Semester Two
10th Weather Make-up
(if applicable)

Important Information

Daily Schedule 8:00 - 2:50 p.m.

Cafeteria Doors / Student Drop Off

Doors Open at 7:50 a.m.
Students dropped off before 8:00 a.m. must use this entrance.

Doors LOCK at 8:00 a.m.

Students dropped off after 8:00 a.m. need to enter through the front office.

As of 10/08/24

APPENDIX B GRIEVANCE FORM

Grievance No._____

Vanderbilt School District Distribution of Form:

1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal in duplicate:

Name of Grievant: _____ Date cause of grievance occurred: _____

Date Grievance Filed_____ Assignment _____

STEP 1

A. List the facts upon which the grievance is based. Identify, by section(s) and paragraph(s) the applicable portion of the Agreement allegedly violated, misinterpreted, or misapplied.

1. Statement of grievance:_____

_____

_____

_____

_____

2. Relief requested: _____

_____

_____

_____

_____
Signature Date

B. Disposition by Principal:_____

_____

_____

_____

_____
Signature Date

C. Disposition of Grievant and/or Association:

_____

_____

_____
Signature Date

STEP 2

A. Date received by Superintendent or designee: _____

B. Disposition of Superintendent or designee: _____

_____

_____
Signature Date

C. Position of Grievant and/or Association:_____

_____

_____
Signature Date

STEP 3

A. Date reviewed by Board, Administration, and Association Representatives: ____

B. Disposition by Board, Administration, and Association Representatives: _____

_____

_____

_____

_____
Signature Date

C. Position of Grievant and/or Association:_____

_____

_____

_____

_____
Signature Date

STEP 4

A. Date submitted to Arbitration: _____

B. Disposition and award of Arbitrator: _____

_____

_____

_____

_____
Signature Date

If additional space is needed in reporting at any step, attach an additional sheet.