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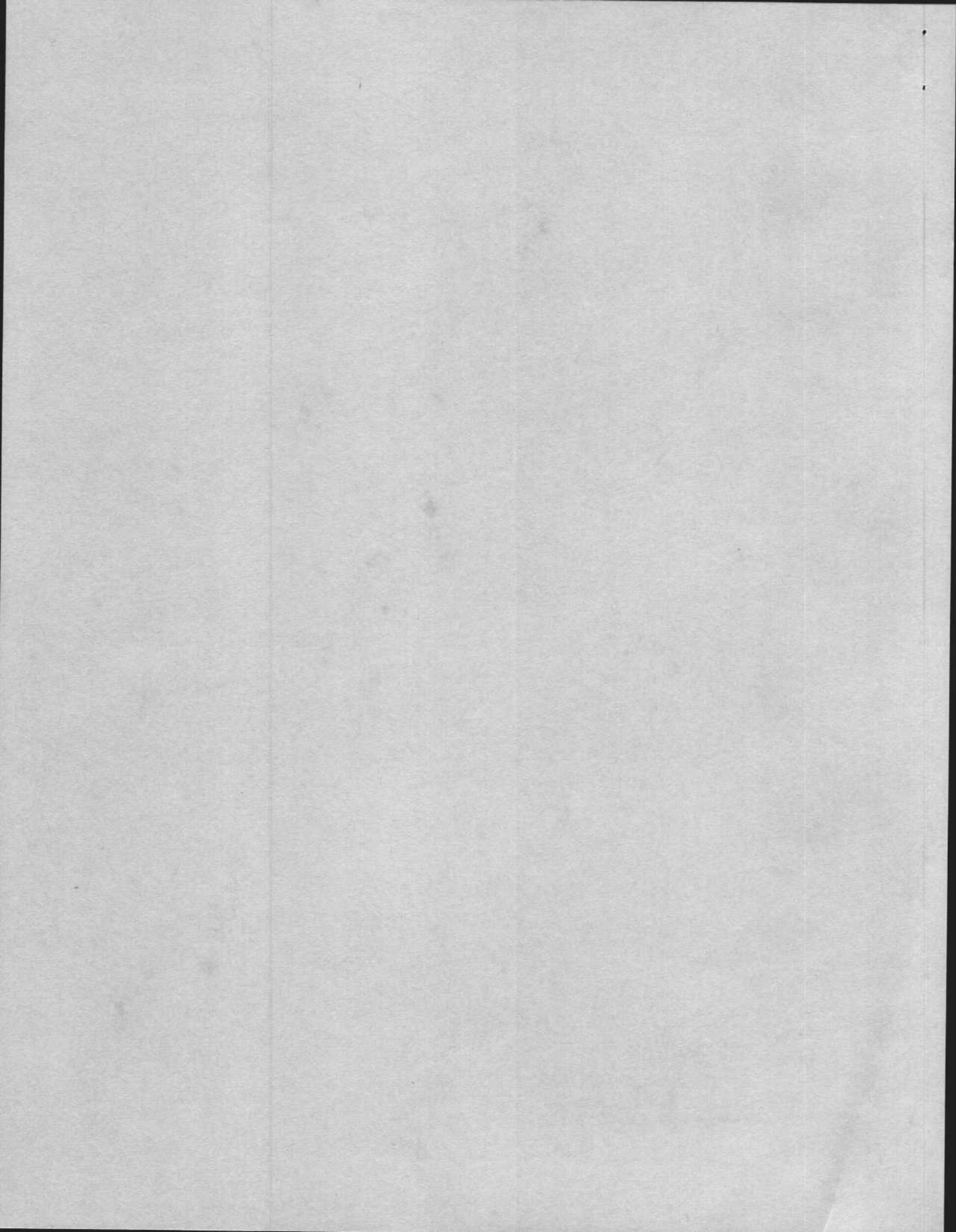
8/31/90

AGREEMENT
Between the
VAN BUREN PUBLIC SCHOOLS
and the
VAN BUREN EDUCATION ASSOCIATION

1987 ** 1990

Van Buren Public Schools

Michigan State University
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This Agreement ratified on November 2, 1987 by the Van Buren Education Association, hereinafter called the "Union", and on November 2, 1987 by the Van Buren Board of Education, hereinafter called the "Board", shall become effective November 3, 1987 and shall continue through August 31, 1990.

ARTICLE I

PREAMBLE

Recognizing that providing quality education is the paramount aim of the Employer and the Union and that the character of such education depends largely upon the quality and morale of the teaching services, we hereby declare:

~~WHEREAS~~, the Union recognizes that the Employer, under law, has the final responsibility for establishing policies for the district; and

~~WHEREAS~~, the Employer recognizes the Van Buren Education Association, under law, as the exclusive bargaining agent; and

~~WHEREAS~~, the Employer recognizes that teaching is a profession; and

~~WHEREAS~~, the Employer recognizes the educational expertise of the teachers and views the consideration of educational matters as a mutual concern; and

~~WHEREAS~~, the laws of the State of Michigan authorize public employees to enter into collective negotiations agreements concerning rates of pay, wages, hours of employment, and other conditions of employment of such public employees; and

~~WHEREAS~~, at a representation election held on May 24, 1982, the Union was selected by a majority of the employees of the Employer covered by this Agreement, as their exclusive representative for the purposes of collective negotiations with the Employer with respect to hours, wages, terms and conditions of employment, and was duly certified as such exclusive representative by the Labor Mediation Board of the State of Michigan; and

~~WHEREAS~~, during the 1987-90 school years, and following professional negotiations between representatives of the parties, certain understandings were reached between representatives of the Employer and the Union concerning such matters; and

~~WHEREAS~~, the Employer and the Union desire to incorporate such understandings into a written collective negotiations agreement in the belief that such action is in the best interests of the residents of the Van Buren Public School System, the students attending a school therein, and the employees represented by the Union.

~~NOW THEREFORE~~, in consideration of the following mutual covenants, the Union and the Employer hereby agree as follows:

ARTICLE II

RECOGNITION

2.0 Terms, Definitions, and Recognition

2.1 The Van Buren Board of Education shall hereinafter be called the "Employer" in this Agreement.

2.2 The Van Buren Education Association-MEA/NEA shall hereinafter be called the "Union" in this Agreement.

2.3 "Employee" or "Teacher" when used hereinafter shall refer to all employees in the Van Buren Public Schools represented by the Union in the bargaining unit as listed below in this Agreement.

2.4 "Local Association" when used hereinafter shall refer to the Van Buren Education Association in this Agreement.

2.5 The Employer agrees not to negotiate with or recognize for the purposes of collective bargaining any teachers' organization or Union other than VBEA-MEA/NEA for the duration of this Agreement with respect to the below listed classifications and subject to the provisions of PERA.

2.6 The Employer hereby recognizes the Union as the sole and exclusive bargaining representative for the following:

- all classroom teachers
- guidance counselors
- librarians
- department heads
- psychologists
- vocational teachers
- nurses
- social workers
- special education teachers
- helping teachers
- career resource specialist
- job placement specialist
- job development specialist
- speech, hearing, vision and orthopedic teachers or therapists
- learning center teachers
- critic teachers
- teachers of the homebound/hospitalized
- band director
- Title I teachers
- driver education teachers
- compensatory education teachers
- off campus coordinator
- headstart teachers
- tuition preschool teachers
- high school completion teachers
- teachers of Gifted & Talented
- coordinator of Gifted & Talented
- permanent substitute teachers
- teachers employed in the above classifications for over sixty (60) days in a continuous position

but excluding:

the director of guidance
community education leisure class instructors
supervisor of adult & community education
athletic director
Title I supervisor
compensatory education consultant specialist
supervisor of special services
day-to-day substitutes
vocational director
building principals and assistants
central office administrators
and all other supervisory personnel

in all matters of dispute or grievances which may arise during the terms of this Agreement as to the application, interpretation, or compliance of either party of its obligations or rights under this Agreement.

2.7 A day-to-day substitute enters the bargaining unit after sixty (60) days in a continuous assignment. All experience (seniority, sick leave, fringes, and incremental credit advancement) shall begin to accrue only once the individual enters the bargaining unit.

2.8 Representation of personnel in newly created positions shall be negotiated within thirty (30) days of the Employer authorization for the position. If the parties cannot agree, within the above thirty (30) days, the Union shall seek resolution through MERC rather than arbitration.

2.9 The VBEA shall represent tuition preschool teachers, high school completion and driver education teachers, and permanent substitute teachers for the purpose of the following sections only:

2.9.1 The only part of this contract that shall be applicable or cover tuition preschool teachers, high school completion teachers, driver education instructors and permanent substitute teachers shall be Articles 2.6; 2.9.1; 5.7 and its subsections; 12.1 through 12.13 and subsections therein; article 13 and its subsections; article 14 and its subsections; and article 16 and its subsections. All other parts of the contract shall be excluded from application to such teachers as listed above.

Tuition preschool teachers, high school completion teachers, driver education teachers and permanent substitutes shall have no right to file a grievance over the interpretation, application or alleged violation of any provision of this agreement other than articles 2.6; 2.9.1; article 5.7 and its subsections; article 12.1 through 12.13 and subsections therein; article 14 and its subsections; article 16 and its subsections. An arbitrator shall have no authority or jurisdiction to consider or to adjudicate any grievances filed by any tuition preschool teachers, high school completion teachers, driver education teachers and permanent substitutes over the interpretation, application or alleged violation of any provision of the agreement other than articles 2.6; 2.9.1; article 5.7 and its subsections; article 12.1 through 12.13 and subsections therein; article 14 and its subsections; and article 16 and its subsections. Notwithstanding the above limitations, it is further agreed that permanent substitutes shall be permitted to file grievances over alleged violations of article 13.

2.9.2 Tuition preschool teachers and high school completion teachers shall either pay appropriate Union dues or a service fee equivalent to appropriate Union dues in accordance with 5.7 of the contract.

2.9.3 It is the policy of the Board to secure the best qualified persons for each position. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers in accordance with their individual qualifications. In filling vacancies for tuition preschool teachers, high school completion teachers, and driver education instructors, qualified applicants who have successfully taught within the last two (2) years in the K-12 regular day program for the Van Buren School District shall have priority in the filling of such vacancies. The decision of the Board as to the filling of such vacancies shall, however, be final.

2.9.4 Violations of the above 2.9.1 through 2.9.3 may be processed as grievances under Article XIV of the contract.

2.9.5 Driver Education Pay Schedule: Driver education teachers participating in a full-day schedule shall be paid an additional one-half (1/2) hour for preparation time. The rates shall be as follows:

Summer 1988	\$15.88
Summer 1989	\$16.83
Summer 1990	\$18.01

2.9.6 High School Completion Pay Schedule shall be as follows:

1987-88	\$15.88
1988-89	\$16.83
1989-90	\$18.01

2.9.7 Tuition Preschool Pay Schedule shall be as follows:

1987-88	\$11.43
1988-89	\$12.12
1989-90	\$12.97

2.10.1 Permanent substitutes shall be paid \$60.00 per day or the top substitute rate in the district, whichever amount is greater.

2.10.2 The Board shall pay 90% of the MESSA Super Care 2 single subscriber premium for the permanent substitute selecting this coverage.

2.10.3 Permanent substitutes shall receive one sick leave day for every eighteen days worked. One of these days per school year may be used for personal business.

ARTICLE III

/ SCHOOL DISTRICT'S RIGHTS

3.1 The Board retains the sole right and shall have the right to manage and conduct its obligations in accordance with the laws of the State of Michigan and subject only to the condition that it shall not do so in any manner which constitutes and express violation of this Agreement. Without limiting to any extent the generality of the foregoing, the Board shall have the right to promulgate at any time and to enforce any reasonable rules, policies and regulations which it considers necessary or advisable for the safe, effective and efficient operation of the School District so long as they are not inconsistent herewith.

3.2 The Board agrees not to negotiate wages, hours, and working conditions with anyone other than the VBFA-ME/NEA during the term of this Agreement.

ARTICLE IV

STRIKE PROHIBITION

4.1 No teacher or the Union shall participate in or cause any strike nor shall any teacher or the Union participate in or cause any work stoppage nor shall any teacher refuse to carry out normal work assignments.

4.2 The Board shall not lock out any teachers during the term of this Agreement.

ARTICLE V

RIGHTS OF THE UNION

5.1 The Board recognizes under Act 379 of the Public Act of 1965, the right of every teacher to organize, join and support the purpose of engaging in collective bargaining.

5.2 The Board agrees that it will not discriminate in respect to wages, hours, or conditions of employment against any teacher because of their membership in the Union, participation in the activities of the Union, participation in the negotiations with the Board, or by their presentation of any complaint or grievance under the terms of this Agreement.

5.3 The Board recognizes the right of the Union to invoke the assistance of the Michigan Employment Relations Commission.

5.4 Established communication channels such as bulletin boards, intra-school phone and interschool mail, and interschool mailboxes shall be available to the Union for their reasonable use. The Union has the right to reasonable use of school buildings and facilities under the same terms and conditions that written Board policies extend for the use of said building and facilities to other civic groups with the exception that any district residence requirement or group members shall not apply to the Union.

5.5 The Board agrees to make available, upon request by the Union within five (5) working days, if possible, all available information concerning the financial situation of this district, budget requirements and other information needed by the Union to develop accurate programs on behalf of the teachers in their wages, hours and working conditions.

5.6 The Board agrees to make available upon request by the Union, within five (5) working days, if possible, all available information which may be needed by the Union in order to intelligently process any grievance or complaint. Confidential and personal information is to be made available only with the consent of the teachers involved.

5.7 The Board agrees that all bargaining unit employees shall, as a condition of employment, become members in good standing in the Union or assume his/her Financial Responsibility to the Union as defined in the following section.

5.7.1 Any bargaining unit employee may become a member of the Union.

5.7.2 Any member of the Union who has not paid the total amount of the Union dues to the VBEA-MEA/NEA-Local Association MEA and NEA and the Union Treasurer within twelve (12) calendar days from the commencement of the school year (or date of employment if within the school year) must sign and deliver to the Board, or its designee, a statement authorizing deductions of dues from the regular salary check.

5.7.2.1 Pursuant to such authorization, the Board shall deduct one-tenth (1/10) of such dues once each month for ten months, beginning in September and ending in June of each year.

5.7.2.2 Teachers not rendering service nor receiving any salary during all or part of the school year, shall have the yearly dues reduced by one-tenth (1/10) for each full month where applicable.

5.7.2.3 Said authorization shall continue in effect from year to year unless revoked in writing.

5.7.3 Agency Shop Provision

5.7.3.1 Any bargaining unit member employed may elect not to be a member of the Union but, as a condition of employment, must accept the financial responsibility and pay a service fee to the Union equivalent to the membership dues of the Union, Local Association, MEA/NEA. Such service fee shall be in conformance with Section 5.7.4,1.

5.7.3.1.1 Tuition preschool teachers and high school completion teachers shall either pay appropriate Union dues or a service fee equivalent to appropriate union dues in accordance with section 5.7 of the contract.

5.7.3.2 The method of payment for the agency fee shall be the same described above in Section 5.7.2 and its subsections.

5.7.4 Failure to comply with the Agency Shop Provision

5.7.4.1 In the event the agency fee shall not be paid, the Board, upon receiving a written and signed complaint from the Union indicating the teacher has failed to comply with this condition, shall process said complaint in accordance with the Teachers¹ Tenure Act, the charging party being the Union. If said teacher is a tenure teacher or in the event the teacher is a probationary teacher, the Board shall immediately notify said teacher his/her services shall be discontinued at the end of the then current semester unless prior to employing a replacement teacher, the Board of Education shall receive written notification from the Union and the teacher that said dues have been paid in full and said complaint is withdrawn. It being recognized by the Union and any teacher employed under the terms of this contract that the Board has a reasonable right to proceed and to replace a teacher against whom charges have been filed hereunder. The refusal of said teacher to contribute fairly to the cost of negotiation and administration of this and subsequent agreements is recognized as just and reasonable cause for discharge from employment.

5.7.5 The Union agrees to assume the legal defense of any suit, action or Unfair Labor Practice charge brought against the Board, the Van Buren Public Schools, and its agents both collectively and individually regarding this article. The Union further agrees to indemnify the Board, the Van Buren Public Schools and its agents for any damages (including unemployment compensation) which may be assessed against the Board, the Van Buren Public Schools and its agents as the result of said suit or action, subject, however, to the following conditions:

5.7.5.1 The damages have not resulted from the negligence, misfeasance or malfeasance of the Board or its agents.

5.7.5.2 The Union, after consultation with the Board, has the right to decide whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.

5.7.5.3 The Union has the right to choose the legal counsel to defend any said suit or action.

5.7.5.4 The Union shall have the right to compromise or settle any claims made against the Board under this section.

5.8 Duly authorized representatives of the Union shall be permitted to transact official Union business on school property at all reasonable times including during the school day provided that this shall not interfere with nor interrupt normal school operations. It is understood that officers of the Union shall have the right to interschool visitation with the permission of the administrator.

5.9 The Board agrees to provide the Union each month with an agenda of forthcoming meetings and minutes of preceding meetings.

5.10 The Union may use thirty (30) days for conducting Union business. The Union will pay one-half (1/2) of the cost of any substitutes used. No more than six (6) teachers shall be released for Union business on any one day.

5.11 The Board agrees to have included on any committee composed of teachers a minimum of one such person who is a member of the Union.

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ARTICLE VI

PROFESSIONAL COMPENSATION

6.1 Those teachers who were on the staff as of September 1_f 1971 and who have qualified prior to the 1974-75 school year for Scale III or Scale V with 30 graduate hours beyond the Bachelor's and Master's Degree respectively, will remain on those scales. All others must have the Master's Degree to qualify for Scale III and either a second 30 hour M.A. or an Education Specialist's Degree to qualify for Scale V. Graduate hours earned for the first M.A. cannot be applied for the second M.A. for the purpose of meeting the requirements for Scale V. In order to qualify for movement to scales B.A. + 15 and M.A. + 15_f the new graduate hours must represent new and unduplicated course work taken subsequent to the issuance of the last earned degree. An employee who has earned two 30 hour Master's Degrees, consisting of unduplicated course work shall be placed on the Double Master's Scale.

6.2 Time spent in continuing education or in programs which certify credit for continuing education units' (C.E.U.'s) will not afford a bargaining unit employee any basis for additional professional compensation within the meaning of Article VI or any other provisions of this agreement.

6.3 Salary Schedule Structure

6.3.1 Salary schedules II and IV are frozen and employees currently placed on those schedules are grandparented as follows:

Only those bargaining unit employees who are already placed on Schedule II as of October 15, 1988 shall remain on and be paid in accordance with Schedule II. Only those bargaining unit employees who are already placed on schedule IV as of October 15, 1988 shall remain on and be paid in accordance with Schedule IV. No bargaining unit employee shall enter into or be placed on schedules II or IV but must remain on Schedule I, Schedule II or Schedule V, depending upon which degree or degrees the employee possesses. Only employees who are on Schedules I or III shall be paid thirty (\$30) dollars annually for each semester hour of post-graduate degree work, provided the teacher has earned at least fifteen (15) hours after receipt of provisional certification. Teachers placed on Schedules I or III shall not be compensated for more than twenty-nine (29) graduate semester hours.

Credit hour compensation will be paid not later than the second pay in November for hours and/or degrees submitted by October 15 for those courses taken during the preceeding school semester and summer, and no later than the second pay in March for hours and/or degrees submitted by February 15 for those courses taken during the first semester of the school year. Reimbursement for those hours and or new degree will be prorated 50% for the balance of the school year. Reimbursement will not be in a lump sum, but will be spread over the remaining pay days for that school year.

Requests submitted after October 15 and/or February 15 will receive consideration on the next reimbursement date.

It is further understood that reimbursement for additional hours past their current degree must have earned these hours after they have obtained current degrees.

6.4 The salaries of teachers in the Van Buren public Schools will be as follows:

1987-88 SALARY SCHEDULE
(6% Improvement)

Steps	I	II	III	IV	V
	B.A.	B.A. +15 Hrs.*	M.A.	M.A. +15 Hrs.*	Double or Ed.S.
0	\$19,096	\$20,105	\$21,316	\$22,429	\$23,545
1	20,224	21,392	22,561	23,737	24,902
2	20,969	22,185	23,397	24,610	25,824
3	22,279	23,561	24,844	26,128	27,411
4	23,762	25,126	26,497	27,864	29,235
5	25,243	26,702	28,153	29,598	31,059
6	27,223	28,436	29,973	31,510	33,042
7	28,351	30,015	31,640	33,258	34,879
8	30,049	31,758	33,460	35,162	36,869
9	32,345	34,097	35,313	37,100	38,885
10	-	-	37,849	39,689	41,524

Note: Salary Schedule will include five scales: I Bachelor's Degree; II Bachelor's Degree plus 15 graduate semester hours; III Master's Degree; IV Master's Degree plus 15 graduate semester hours; and V Education Specialist's Degree or a second 30 Hour Master's Degree.

1988-89 SALARY SCHEDULE
(6% Improvement)

Steps	I	II	III	IV	V
	B.A.	B.A. +15 Hrs.*	M.A.	M.A. +15 Hrs.*	Double or Ed.S.I
0	\$20,242	\$21,311	\$22,594	\$23,774	\$24,957
1	21,437	22,675	23,915	25,161	26,396
2	22,227	23,516	24,801	26,087	27,373
3	23,616	24,974	26,335	27,696	29,055
4	25,188	26,634	28,087	29,536	30,989
5	26,757	28,305	29,842	31,374	32,923
6	28,856	30,142	31,771	33,400	35,025
7	30,052	31,816	33,538	35,253	36,972
8	31,852	33,663	35,468	37,272	39,081
9	34,286	36,143	37,432	39,326	41,218
10	-	-	40,120	42,070	44,016

Note: The salary schedule will include five scales: I Bachelor's Degree; II Bachelor's Degree plus 15 graduate semester hours; III Master's Degree; IV Master's Degree plus 15 graduate semester hours; and V Education Specialist's Degree or a second 30 hour Master's Degree.

1989-90 SALARY SCHEDULE
(7% Improvement)

Steps	I	II	III	IV	V
	B.A.	B.A. +15 Hrs.*	M.A.	M.A. +15 Hrs.*	Double or Ed.S.
0	\$21,659	\$22,803	\$24,176	\$25,438	\$26,704
1	22,938	24,263	25,589	26,922	28,243
2	23,783	25,162	26,537	27,913	29,289
3	25,269	26,722	28,178	29,634	31,089
4	26,951	28,498	30,053	31,604	33,158
5	28,630	30,286	31,931	33,570	35,227
6	30,876	32,252	33,995	35,738	37,477
7	32,155	34,043	35,886	37,721	39,560
8	34,081	36,019	37,950	39,881	41,817
9	36,686	38,673	40,052	42,079	44,103
10	-	-	42,929	45,015	47,097

Note: The salary schedule will include five scales: I Bachelor's Degree; II Bachelor's Degree plus 15 graduate semester hours; and III Master's Degree; IV Master's Degree plus 15 graduate semester hours; and V Education Specialist's Degree or a second 30 hour Master's Degree.

6.5 Step advancement shall only be credited at the beginning of each school year. Scale advancement shall only be granted at the beginning of each semester.

6.6 A bargaining unit employee working sixty (60) continuous days in the same assignment in one semester shall be given incremental credit on the salary schedule for one semester.

6.7 A substitute who is in a continuous assignment for sixty (60) work days or more, who is currently on the recall list, shall be placed on their earned salary scale with full fringe benefits beginning with the sixty-first (61st) day. Any other person, after the sixtieth (60th) work day, shall be placed at the RA. Step 0 salary scale and granted full fringes as per this agreement.

6.8 A teacher shall be given credit on the salary schedule for up to five (5) years of previous experience in other school systems or, in the case of vocational education instructors, one (1) year's credit for every two (2) years of related work experience to the fifth step unless said teacher applicant waives the previous experience through the signing of a waiver. To meet the needs of the school district, a teacher may be placed on the salary schedule up to and including step ten (10).

6.8.1 By the first day that teachers return to work, they will indicate, on a form provided by the Board, which of the following pay options is preferred:

6.8.1.1 1987-88 School Year

- A. Twenty-six (26) equal payments of contractual amount, beginning September 4, 1987, and ending August 19, 1988.
- B. Twenty-six (26) equal payments of contractual amount, beginning September 4, 1987; however, the employee shall receive a lump sum payment of all money owed on June 24, 1988.
- C. Twenty-two (22) equal payments during the school year commencing September 4, 1987 and ending June 24, 1988.

6.8.1.2 1988-89 School Year

- A. Twenty-six (26) equal payments of the contractual amount commencing September 2, 1988, and ending August 18, 1989.
- B. Twenty-six (26) equal payments of the contractual amount commencing September 2, 1988; however, the employee shall receive a lump sum payment of all money owed on the twenty-first (21st) pay date (June 9, 1989) of the school year.
- C. Twenty-one (21) equal payments of the contractual amount commencing September 2, 1988 and ending June 9, 1989.

6.8.1.3 1989-90 School Year

- A. Twenty-six (26) equal payments of the contractual amount commencing September 1, 1989, and ending August 17, 1990.
- B. Twenty-six (26) equal payments of the contractual amount commencing September 1, 1989; however, the employee shall receive a lump sum payment of all money owed on the twenty-first (21st) pay date (June 8, 1990) of the school year.
- C. Twenty-one (21) equal payments of the contractual amount commencing September 1, 1989 and ending June 8, 1990.

6.9 Fringe Benefits

6.9.1 No teacher shall be eligible to receive health insurance coverage through the Van Buren Public Schools in addition to being covered by health insurance through any other source unless the teacher provides evidence that their coverage from another source is mandatory.

Consequently, each eligible teacher, as defined above and in Section 8.10 will select one (1) and only one of the four (4) following options:

1. Blue Cross/Blue Shield MVF 2, Master Medical Option 4, VAE/VST Rider, \$2.00 Drug Rider, with \$5,000 Life Insurance.
2. Super Med II with Blue Cross/Blue Shield Underwriter with MESSA Care Rider.
3. Catherine McAuley Health Maintenance Program including the \$2.00 prescription drug co-pay and extended mental health and chemical dependency coverage as outlined in the August, 1987 Catherine McAuley proposal.
4. Optional Plan
 - A. An additional \$10,000 life with AD & D.
 - B. Legal insurance (any legal insurance shall specifically provide that the insurance plan will not reimburse or pay contributions on behalf of any legal suit against the School District, the Board, its Employees or Agents.
 - C. TSA contribution of \$750.

TSA Contribution payable in December on the basis of 185 working days. Should an employee work only one (1) semester, their payment would be one-half (1/2) of the total amount. If an employee does not work the total year, an appropriate deduction based on 185 work days may be made.

6.9.2 Life insurance in the amount of \$35,000.00 with Accidental Death and Dismemberment coverage shall be provided each teacher and fully paid for by the Board for the duration of this contract. Included in the \$35,000.00 life insurance shall be any life insurance provided as part of the health insurance. For example, if the health insurance plan provides \$5,000.00 life insurance, the employer shall only be obligated for an additional \$30,000 life insurance.

6.9.2.1 Additional life insurance coverage for the employee's spouse and dependents shall be made available at group rates from the carrier selected by the Board, but fully paid by the employees. This insurance option shall be available for the duration of this contract.

6.9.3 Long Term Disability: The Board of Education shall make available for the duration of the contract, an accident and sickness benefit policy. The Board shall pay 60% of the premium up to a Board maximum contribution of Seven Dollars (\$7.00) per month. Failure to pay the employee's portion of the premium by the member of the bargaining unit will render that individual ineligible to such policy. During the term of the 1987-90 contract, the school district shall also attempt to continue the current LID policy. The school district shall also attempt to have available during the 1987-90 contract, a LTD policy with coverage as described below. The carrier shall provide coverage as follows:

One \$100 Monthly Benefit Unit for each \$2,000 of annual school salary earned up to \$30,000. Determine the unit rate below at your attained age for the Maximum Benefit Period Option selected. Multiply the rate times the number of \$100 units selected. (Example: If you are age 35, earn \$18,200 annual salary and elect 9 units - \$900 monthly benefit - under Option 2, your contribution rate is \$2.70 - 9 units at \$.30 per unit.)

MONTHLY RATE FOR EACH \$100 MONTHLY BENEFIT UNIT	Under 40		40-49		50-69	
	Option 1	Option 2	Option 1	Option 2	Option 1	Option 2
	\$.20	\$.30	\$.50	\$.80	\$ 1.40	\$ 2.10

The Board shall select the carrier. The terms and conditions of the insurance shall be governed by the carrier.

6.9.4 The Board agrees to provide the following dental level of benefits without cost to each teacher and their eligible dependents.

Class I	80% to \$1,000.00 maximum
Class II	80% to \$1,000.00 maximum
Class III	80% to a lifetime maximum of \$800.00

The Board shall provide internal and external coordination of benefits.

6.9.4.1 The Board is obligated to provide a level of benefits as described in the 1987-90 MESSA Delta Dental Bargaining Briefs. The Board is not obligated to provide Plan D if the level of benefits are altered by MESSA from those listed above.

6.9.4.2 The carrier for this dental program shall be named by the Board.

6.9.5 Tax Deferred (Sheltered) Annuities

6.9.5.1 The Employer will make available a tax deferred (sheltered) annuities program through at least six (6) carriers which will include the MEA program:

CARRIERS:	1. Great American Life
	2. Kemper
	3. MEFSA
	4. Security First Group
	5. Templeton
	6. VALIC

6.9.5.2 The enrollment period of entering a tax deferred annuities program will be the first two weeks in October and the first two weeks in February.

6.9.5.3 Additional companies may be added to the list above if mutually acceptable to the Employer and the Union.

6.9.5.4 The Employer shall post an updated list of the local TSA agents in each of the schools. However, the Employees shall not be restricted to the agents listed for each program.

6.9.6 Vision Insurance: The Board of Education shall provide a level of benefits as described in the 1987-90 Bargaining Briefs for MESSA VSP II. The Board is not obligated to provide VSP II if the level of benefits are altered by MESSA from those listed above.

The carrier for the vision program shall be named by the Board.

6.9.7 The Employer shall provide payroll deductions for all supplementary coverage desired by the Employee and provided by either the MEA Insurance Division or the Blue Cross/Blue Shield programs. The Employee pays the premiums for any of the supplementary coverage desired.

6.9.8 Upon written authorization from the Employee, the Employer shall deduct from the salary of any Employee and make an appropriate remittance for voluntary contributions to programs jointly approved by the Employer and the Union and/or Employee.

6.10 Coaching Pay Schedule: Coaches shall receive a percentage of the bachelor's degree schedule up to and including Step 5. The percentage will be applied to the step on the schedule which corresponds to the number of years of experience the coach has had in the position. Following are the positions and percentages.

6.10.1	<u>Male Sports</u>	<u>Percentage</u>
	<u>FOOTBALL</u>	
	Varsity Head . . . . .	.12%
	Varsity Assistant. . . . .	.9%
	Varsity Assistant. . . . .	.9%
	Varsity Assistant. . . . .	.9%
	Reserve. . . . .	.9%
	Reserve. . . . .	.9%
	Freshman. . . . .	.8%
	Freshman. . . . .	.8%
	North 7th & 8th. . . . .	.7%
	North 7th & 8th. . . . .	.7%
	South 7th & 8th. . . . .	.7%
	South 7th & 8th. . . . .	.7%
	<u>BASKETBALL</u>	
	Varsity Head . . . . .	.12%
	Reserve. . . . .	.9%
	Freshman. . . . .	.8%
	North 7th & 8th. . . . .	.7%
	South 7th & 8th. . . . .	.7%
	<u>SWIMMING</u>	
	Head Coach. . . . .	.10%
	Assistant. . . . .	.7%
	<u>WRESTLING</u>	
	Head Coach. . . . .	.10%
	Reserve. . . . .	.8%
	Freshman .. . . .	.7%
	North. . . . .	.7%
	South. . . . .	.7%
	<u>BASEBALL</u>	
	Head Coach. . . . .	.9%
	Reserve. . . . .	.7%
	Freshman. . . . .	.6%
	North. . . . .	.6%
	South. . . . .	.6%

Female Sports * Percentage

BASKETBALL

Head Coach . . . . .	.9%
Reserve . . . . .	.8%
Freshman . . . . .	.7%
North . . . . .	.7%
South . . . . .	.7%

SWIMMING

Head Coach . . . . .	.10%
Assistant. . . . .	.7%

GYMNASTICS

Head Coach . . . . .	.10%
Assistant. . . . .	.7%
North . . . . .	.0
South . . . . .	.0

VOLLEYBALL

Head Coach . . . . .	.10%
Assistant . . . . .	.8%
Freshman . . . . .	.7%
North . . . . .	.6%
South . . . . .	.6%

SQUASHBALL

Head Coach . . . . .	.9%
Reserve . . . . .	.7%
North . . . . .	.6%
South . . . . .	.6%

CHEERLEADING

Varsity. . . . .	.6%
Reserve. . . . .	.6%
North. . . . .	.3%
South. . . . .	.3%

Co-Ed Sports

Percentage

CROSS COUNTRY

Men's Head. . . . .	.7%
Women's Head . . . . .	.7%
North . . . . .	.6%
South . . . . .	.6%

TRACK

Men's Head . . . . .	.9%
Women's Head . . . . .	.9%
Men's Assistant. . . . .	.7%
Women's Assistant. . . . .	.7%
Freshman Men's Ass't. . . . .	.6%
Freshman Women's Ass't. . . . .	.6%
North . . . . .	.6%
South . . . . .	.6%

GOLF

Head Coach6%

SWIMMING

North7%

South7%

SOCCER

Men's Head9%

Women's Head9%

TENNIS:

Men's Head6%

Women's Head6%

6.11 Extracurricular Pay Schedule: (Percentage to be applied to the bachelor's degree beginning salary.)

6.11.1 Senior High Percentage

Band15%

 Alternate for Reduced Day -

 a. Marching Band12%

 b. Concert Band3%

Debate.6%

Forensics.6%

Junior Class Advisor.7%

Newspaper Sponsor.2%

Senior Class Advisor.9%

Sophomore Class Advisor.4%

Student Advisory Council Sponsor 5%

Summer Band Director.6%

Vocal Music..5%

Yearbook Sponsor.2%

Authorized Clubs in existence for more than
one (1) year.2%

Authorized Clubs during first year of exist-
ence.1%

Freshman Class Advisor.4%

Challenge Bowl Sponsor.4%

Science Olympiad Sponsor4%

6.11.1.1 Senior High Play/Musical Productions Percentage

School Play Director.7%

School Play Assistant Director.3%

School Play Technical Director.5%

Musical Director.9%

Musical Assistant Director.4%

Musical Technical Director.5%

Musical Orchestra Director.3%

The following positions shall be paid a percentage of the School Productions account balance over \$350.00, up to the following maximums:

<u>Activity</u>	<u>staff</u>	<u>Amount Each</u>
Art Assistant	1	\$ 50
Art Director	1	350
Costumes	2	100
Choreography	1	200
Lighting	1	100
Make-up	1	50
Patrons	2	50
Programs	1	50
Properties	1	100
Publicity	3	100
Ticket Chairperson	1	150
Usher Chairperson	1	25

All the above assignments constitute the total pay involved for both activities with the exception of the choreographer who would be involved in the musical only.

6.11.2 Middle School Percentage

Band Director. . . . .	.3%
Newspaper Sponsor. . . . .	.2%
Noon Activities Coordinator (each of 2). . . . .	.3%
School Play Director. . . . .	.2%
Student Council. . . . .	.3%
Vocal Music. . . . .	.3%
Yearbook Sponsor. . . . .	.4%
Intramural Coordinator. . . . .	.9%
Intramural Sponsor - Driver Education rate of the preceeding summer.	

6.11.3 Elementary Percentage

Safety Squad1%
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6.11.4 General Percentage

Library Services Coordinator - 1% of the BS Step -0-f per number of district librarians.

6.12 Department Chairperson/Representative Pay Schedule: Department Chairpersons/Representatives shall receive a percentage of the bachelor's degree up to and including Step 5. The percentage will be applied to the step on the salary schedule which corresponds to the number of years experience an individual has had in the assignment. The Chairperson/Representative shall receive two-tenths (2/10) of one (1) percent per each class period taught through that department.

Those high school chairpeople whose departmental sections do not qualify them for a released hour as chairperson shall receive an additional \$400 besides the amount stated above.

Every three years, the high school administration will request each high school department to submit the names of up to 3 interested candidates. If the current department chairperson desires to be considered, his/her name shall be included in the list of interested candidates. The principal will then make the final decision as to the chairpersons to be selected.

6.12.1 A department chairperson will be provided in the senior high school whenever a department contains two or more teachers who teach at least two or more department classes. The department chairperson shall counsel and assist teachers, shall serve, upon request, as a resource person for the Employer in the evaluation of teachers, exercise the coordination of programs and materials, and shall serve as instructional liaison between the teacher of the department and the school administration. One hour of release time "per day" will be provided in departments containing six or more who teach two or more department classes unless school time is provided. School time will be provided for evaluation at the discretion of the building principal.

6.13 Teachers substituting or assigned during their preparation period shall receive 1/1110 of their salary.

6.13.1 Employees teaching in the middle school, high school, and elementary (if the elementary schools are ever placed on an houred format similar to the secondary schools) who substitute during their preparation period may receive, in lieu of the specified substitute rate, a prorata credit for additional personal business days. An employee desiring additional personal business days for subbing, must elect at the first of the school year to take their first 12 sub periods as personal business. The number of personal business days that can be earned and used under this provision is limited to two (2) per year. These personal business days are subject to all the limitations of a personal business day (10.4) including conversion to sick leave at the end of the year.

6.14 Teachers shall be paid an allowance up to the amount per mile allowed by the IRS for use of personal cars for field trips and other authorized school business.

The Board shall provide liability insurance protection for teachers when their personal automobiles are used to transport children as provided in this section.

6.15 Compensation for (actual) performance of camp duties shall be two (2) personal business days.

6.15.1 These personal business days shall have the same limitations as outlined in 10.4.

6.15.2 Teachers participating in first semester camp programs shall be able to utilize their personal business days immediately in the fall (prior to their actual performance)•

6.15.3 Teachers participating in second semester camp programs shall be able to utilize their personal business days during the spring semester or the following fall semester.

6.16 The High School Noon-Hour Supervisor shall be paid for a year's service 6% of the bachelor's degree minimum. When a Noon-Hour Supervisor is unavailable, a prorata deduction shall be made in the stipend. Payment shall be on a semester basis.

6.17 Retirement Severance ,

6.17.1 An employee retiring under the Michigan School Employee's Retirement System and having fifteen (15) service years of in-district service, shall receive a one time retirement grant. The retiree shall be paid fifteen (15) dollars per unused accumulated sick days to a maximum of 70 days with a maximum grant of \$1,050.

6.18 It is recognized that proper planning and staffing necessitates the knowing of vacant positions; therefore, individuals who unconditionally serve notice of termination or retirement for a succeeding school year by April 1 of the then current school year shall receive a termination bonus of \$750. Those persons who unconditionally serve notice of termination or retirement for a succeeding school year between April 1 and May 31 shall receive a \$500 bonus. Those individuals who unconditionally serve notice of termination or retirement for the succeeding year between June 1 and June 30 shall receive a \$300 bonus. No bonus under this subsection shall be paid to a teacher serving official notice of retirement or termination for a succeeding year after June 30.

6.19 A teacher who is laid off under this agreement and who is paid unemployment compensation based on such layoff during the summer immediately following layoff and who is subsequently recalled on or before the first student day of the next school year to a bargaining unit position which would (in the absence of layoff) have paid the teacher compensation equal to or greater than that paid at the time of layoff, will be paid for such next school year at an annual salary rate which, when the amount of unemployment compensation received by the teacher is added thereto, will be equal to the rate of salary he/she would have earned for such next school year had he/she not been laid off.

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ARTICLE VII

TEACHING CONDITIONS

7.1 The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education; that is the goal of both the teacher and the Board. It is, also, acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at assuring that the energy of the teacher is primarily utilized in this end.

ELEMENTARY SCHOOLS AND AUTHORIZED BASIC CLASSES IN SECONDARY SCHOOLS

Because the pupil-teacher ratio is an important aspect of the effective educational program:

- 1. The parties agree that class size should be lowered whenever possible to meet the following optimum standards:

A. Class sizes:	<u>Optimum</u>	<u>Maximum</u>
Kindergarten . . . . .	.25	28
Grades 1 through 3. . . . .	.27	30
Authorized Basic Classes, Grades 7 through 9. . . . .	.20	22
 B. Class Sizes:		
Grades 4 through 6. . . . .	.27	30
Authorized Basic Classes, Grades 10 through 12. . . . .	.20	22

- 1. Further, staff may not be reduced or transferred at any time for a purpose of evading the class size maximum here set forth after the Fourth Friday count day. Grievances may be filed on class size situations which occur or exist on or before the Fourth Friday count day.
- 2. In no event shall the class size exceed the agreed to maximum, except
 - A. After the Fourth Friday count day.
 - B. Before the Fourth Friday count day, if the following criteria is met:
 - 1. Due to a very unusual and unforeseen influx in student enrollment.
 - 2. Or, when foreseen enrollment exceeds maximums and is mutually recommended by at least one of the following committees accordingly:
 - a. Building Level Committee - Shall be composed of a Union representative appointed by the President of the Union to represent those teachers involved and the building administrator. Recommendation(s) of said committee(s) must be reduced to writing listing the specifics of the exception(s) to include building, grade assignment, and exact anticipated class size number. Copies signed by both members of the committee(s) must be forwarded to the parties on or about May 15, preceding the fall enrollment date of the same year.

- b. **Administrative Level Committee - Shall be composed of the Director of Personnel and an officer of the Union appointed by the President of the Union. Said committee shall review and make recommendations of said situation forwarded from the Building Level Committee. Copies signed by both members of the committee must be forwarded to the Union and the Board within ten (10) days after said meeting. Said recommendations should be forwarded on or about May 30, preceding the fall enrollment of the same year.**
 - c. **Upon mutual agreement by either level committee of solutions to specific situations exceeding the class size maximums, and said solutions are implemented by the Board of Education, these specified situations, as agreed to, for that year are no longer grievable. However, if the Board does not implement a solution that has been mutually agreed upon by either committee, the specific situation may be grievable.**
- 3. **Or, in situations where teacher(s) involved have voluntarily agreed in writing to exceed the above agreed to maximums, those class size situations shall be no longer grievable. Signed copies of said agreements listing specifics of said agreements including the exceeded class size number shall be forwarded to the parties within ten (10) days after such agreement.**
 - 4. **Or, other valid reasons due to unforeseen emergencies, not including an influx in student enrollment, after concurrence with the Union. Copies of said concurrence by both parties shall be forwarded to both parties within ten (10) days after said concurrence.**

SECONDARY SCHOOLS AM) THOSE AREAS NOT COVERED IN THE ABOVE PROVISION

Because the pupil-teacher ratio is an important aspect of an effective educational program:

- 1. **The parties agree that class size should be lowered whenever economically possible and will strive for the following maximum:**
 - A. **Special classes for the handicapped or mentally impaired - 15**
 - B. **Emotionally impaired classes - 9**
 - C. **Secondary art, English, social studies, mathematics, science, language and business classes - 25**
 - D. **Physical education classes - 40**
 - E. **Study hall - 100 pupils per teacher**
 - F. **Special facility areas shall be guided by total number of work stations available.**

7.1.1 In the event that there is more than one available teacher and/or more than one available class, every effort will be made to keep the classes balanced. However, the total instructional program of the individual student and the total building shall also be taken into consideration. The decision of the building administrator as to the placement of the student, shall, however, be final.

7.2 The Superintendent shall, at the beginning of each semester, forward to the Union a report on the status of the class sizes in the district.

7.3 The teaching hours in the elementary and secondary schools shall be subject to the modification and meeting any unique needs as long as there is no increase in the total hours (7 hours and 15 minutes) of work or times otherwise negotiated and set forth in this Agreement.

Teachers shall be at their assignment prior to the scheduled arrival of their students.

Teachers may leave their school building, providing their teaching obligations are fulfilled, at the conclusion of their 7 hours and 15 minute work day.

- 7.3.1 A teacher who is assigned to the third shift shall be allowed to leave immediately following the dismissal of the students and the fulfillment of assigned
- duties if the teacher is enrolled in an accredited course at either a college or university meeting within an hour of the end of the teacher's regular day. Proof of such enrollment must be submitted to the building administrator at the beginning of each college or university term before said teacher may be entitled to the above early dismissal.

Before enrolling, a teacher must secure in advance the approval of the building administrator to insure against conflicting school activities, including those listed in 7.6.

7.4 All teachers shall have at least a thirty (30) minute duty-free lunch period.

7.5 The Board shall furnish, without charge, gym uniforms and tank suits for all physical education teachers; smocks for art teachers, home economics, science laboratory teachers; and shop coats for vocational and industrial education teachers and shall provide, without charge, laundering service therefore. The Board shall make the sole determination as to whether particular items mentioned above should be laundered or replaced.

7.6 The teachers recognize that their responsibility to their profession requires a performance of duties that involve the expenditure of time beyond that of the normal working day. In recognition, the teacher will make available and be present according to the following schedule:

A. Elementary

1. At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly thirty minute period either before or after the regular school day for building meetings. This meeting will not exceed thirty minutes. This established time and day shall be considered permanent for the school year unless the teachers and the building administrator agree to a change. The teachers are obligated to be available for this weekly meeting, making no other commitments that may interrupt this responsibility.
2. The teacher shall also be available for the scheduled curriculum planning meeting, as outlined in 7.6.4.
3. No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.

4. The teacher shall also make time available for regular scheduled Parent-Teacher Conference. Building staffs may choose to provide one evening of conference time (equal to 1/2 day). In exchange for this service, staffs may choose early departure (1/2 day) for a regularly scheduled conference afternoon.

B. Secondary

1. At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly thirty minute period either before or after the teachers' regular school day for building meetings. This meeting will not exceed thirty minutes. This established time and day shall be considered permanent for the school year unless the teachers and building administrator agree to a change. The teachers are obligated to be available for this weekly meeting, making no other commitments that may interrupt this responsibility.
2. The teacher shall be available for the scheduled curriculum planning meeting, as outlined in 7.6.4.
3. No teacher shall be assigned to more than four (4) evening assignments per year excluding other meetings or assignments provided for in this contract. The four (4) evening assignments shall not exceed a total of seven (7) hours. Teachers will be notified of the function thirty (30) days prior to such date.
4. Teachers may not be assigned to Saturday functions except for the Junior Prom, the Senior Prom, and Homecoming Dance, nor will a teacher be assigned to more than two (2) dances.
5. The teacher shall also make time available for regular scheduled Parent-Teacher Conferences. Secondary Parent/Teacher Conferences will be as scheduled:

One (1) afternoon and two (2) evening conferences shall be allocated for fall conferences.

One (1) afternoon and one (1) evening shall be allocated for conferences in the spring.

7.6.1 In addition, the teacher will make time available for any emergencies that may arise at their respective buildings as deemed necessary by the building administrator or his designee to include emergency meetings. A follow-up report, in writing, of said emergency must be forwarded to the building Union representative within five (5) working days.

7.6.2 The building administrator shall post or publish an agenda at least one day prior to the established weekly building meetings established by 7.6 except when an emergency arises preventing the same.

7.6.2.1 A section of the agenda will remain open for items of importance to the building staff.

7.6.2.2 If an agenda is not posted according to 7.6.2, a regular weekly building meeting will not be convened.

7.6.3 Each teacher shall receive prior notice of events scheduled in their building for that week so that lessons can be constructed to coincide with building events except in the case of emergencies.

7.6.4 A curriculum release day shall be scheduled six (6) times each school year for all levels. Each curriculum release day will be designated as per district calendar of events, unless unforeseen events dictate the changing of a specific curriculum release day within each individual month.

7.6.4.1 There will be two separate types of Curriculum Release Days: Regular and Extended.

A. The Regular Curriculum Release Days will not exceed 30 minutes beyond the teacher's regular school day.

B. When Extended Curriculum Release Days are scheduled, teachers shall have one (1) hour for lunch and released at the end of the regular school day. The lunch period shall commence ten (10) minutes after dismissal of students.

7.6.4.2 The responsibility for planning the programs for each Curriculum Release Day (CRD), except September, shall be that of the Professional Development Advisory Council (PDAC) for the coming school year.

A. The PDAC shall:

1. Plan all curriculum release days except September.
2. Publish the intent of the forthcoming CRD prior to said meeting and post in each school building.
3. Evaluate the total activities of the curriculum days prior to the end of the school year and make recommendations for future activities.

B. The PDAC shall be composed of:

1. Two elementary teachers, two middle school teachers (one from each middle school), and two senior high school teachers, all of whom shall be appointed by the Union.
2. An elementary administrator, middle school administrator, and a high school administrator, all of whom shall be appointed by the Board.
3. The Director of Instruction.

C. The PDAC shall work in subcommittees as follows:

1. Elementary subcommittee: the Director of Instruction, the elementary administrator, and the two elementary teachers.
2. Middle School subcommittee: the Director of Instruction, the middle school administrator, and the two middle school teachers.
3. Senior High subcommittee: the Director of Instruction, the senior high administrator, and the two high school teachers.

D. The PDAC shall establish a regular meeting at least once a month.

7.6.4.3 The Department Chairperson, Representative and/or the Building Representative shall:

A. Submit to the PDAC, via the Director of Instruction, desired topics and intended goals for each CRD on or before the regular scheduled PDAC meeting.

B. Submit a report to the PDAC a review, via the Director of Instruction, of each CRD within one week following each CRD.

7.7 Every effort will be made, where economically possible, to make available in each school adequate lunchroom, restroom, and lavatory facilities exclusively for employee use, and at least one room, appropriately furnished, which shall be reserved for use as an employee lounge in which smoking shall be permitted.

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

7.9 In all schools of the system, a vending machine for beverages shall be installed in the employees' lounge at the request of the Union with the proceeds to go to the building flower fund. It is understood that the Union will assume all costs of the installing and servicing of the vending machines.

7.10 Every effort will be made to have adequate paved parking facilities made available to employees for their exclusive use.

7.11 The Board recognizes that appropriate texts, library reference facilities, maps and globes, laboratory equipment, audio-visual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. Representatives of the Board and the Union will confer from time to time for the purpose of improving the selection and use of such educational tools, the Board retaining the final authority in these matters.

7.11.1 Because the Board recognizes that appropriate texts are tools of the teaching profession, the Board shall take necessary steps to insure the efficient ordering of textbooks and other classroom materials when increasing class enrollments deplete existing supplies.

7.12 The Board will provide a budget allocation for the use in the expansion of a professional library and inservice training, the amount of which will be determined by the availability of funds.

7.13 It is acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed at assuring that the energy of the teacher is primarily utilized in this end.

To insure this primary utilization, no teacher shall be required to perform extra non-educational duties or assignments that may interfere with the teacher's primary function.

No teacher shall be required to:

7.13.1 Grade standardized tests other than those specifically designated as Chapter 3 or ESEA Title I materials, unless request is submitted in writing by the teacher administering a special test.

7.13.2 Give up duty-free lunch except in cases of emergency or preparation time except in cases of emergency and middle school assemblies which shall be scheduled on an equitable basis.

7.13.3 No elementary teacher, other than kindergarten, shall be required to be on duty more than two (2) recess periods each week, except in situations that are impossible to cover and these will be handled on an equitable basis.

7.14 Professional Development

7.14.1 The parties support the principle of continuing training for teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

7.14.2 The school district shall make every effort to make available at least two (2) courses on the graduate level from an accredited college or university each semester provided that these arrangements can be made with an accredited college or university.

7.14.3 Every effort shall be made through the Professional Development Advisory Council for after school workshops, conferences, and programs designed to improve the quality of instruction that are mutually agreed upon by the parties. Every effort will

- be made to obtain people of the highest qualification to participate in the presentation of such programs.

7.14.4 The parties acknowledge that the state funded Professional Development Advisory Council was created to provide opportunities for additional training and inservice education.

7.15 If an employee requests, the employer shall transport the employee's teaching materials when a transfer occurs. Such material shall be appropriately packed and boxed by the requesting employee. The employer shall take no responsibility for damage, loss, or breakage.

7.16 The Board supports the concept of the orderly development and systematic review of curriculum. Teachers are encouraged to participate in this process through the Curriculum Council.

The Curriculum Council will be concerned with curricular programs and textbooks and changes which may occur in these areas. The Director of Instruction will chair the Curriculum Council and may make recommendations on its behalf to the Superintendent and Board of Education.

The Curriculum Council will meet when necessary. Meetings may be called when mutually agreed upon by the Director of Instruction and the V.B.E.A. President. Meetings will be held alternately during the school day and after student dismissal.

Members of the Curriculum Council will consist of at least a teacher from each of the three levels, an administrator from each of those levels, three parent or citizen representatives, and the Director of Instruction. Curriculum Council membership may be expanded by the Director of Instruction when deemed necessary. The President of the VBEA will select the teacher representatives.

The Curriculum Council may determine when and how data are to be gathered from staff or parents affected by curriculum or textbook changes and the appropriate informational and/or inservice education activities necessary to implement new or altered programs.

7.17 If a new course is to be created, at least two department members shall be appointed by the building administrator to work with the administration in determining course content and materials needed to implement the proposed course and released time shall be provided if so determined by the administration.

ARTICLE VIII

TEACHING LOADS AND ASSIGNMENTS

8.1 The normal teacher's week in the High School shall consist of 25 assigned periods, 5 unassigned preparation periods, and homeroom, hall supervision, or equivalent assignment.

8.1.1 In Grades 7 and 8 of the Middle School, the normal teaching load will be 5 homeroom or hall supervision assignments, 25 assigned periods, 5 unassigned preparation periods, and 5 lunchroom or supervised study periods. Upon request of the teacher, the noon responsibility may be altered.

8.1.2 In Grade 6 of the Middle School, the normal teaching load is to be equivalent to the teaching load of 7th and 8th grade teachers. The 6th Grade has equivalent unassigned preparation time to the 7th and 8th Grade teachers. Preparation time is to be distributed throughout the week as equitably as scheduling permits.

8.1.3 The normal weekly teaching load in the Elementary Schools (grades 1-5) is to be no more than 25 hours and 50 minutes of assigned periods and no less than 4 hours, 10 minutes (250 minutes) of unassigned preparation time. The Board agrees to provide a minimum of thirty (30) minutes per day, starting with the second year of the contract.

8.2 No departure from these norms, except in case of emergency or extenuating circumstances, shall be authorized. In the event of any disagreement between the representative of the Board and the Union as to the need and desirability of such deviation, the matter may be processed through the Professional Negotiation Procedure hereinafter set forth.

8.3 The work year for the Community Education Off Campus Coordinator shall be 40 hours per week, with some evenings involved, for 185 days per year. The Community Education Off Campus Coordinator shall receive no additional compensation for the hours he/she works above and beyond that of the K-12 teacher in the contract. Prorata additional compensation shall be paid for days worked beyond the contractual 185 days. Such days will be scheduled at the discretion of the supervisor of adult education.

8.4 Pupils are entitled to be taught by teachers who are working within their area of competence. Therefore, teachers shall not be assigned, except temporarily and for good cause, outside of the scope of their teaching certificates or their major or minor field of study.

8.5 Teachers who will be affected by a change in grade assignments in the elementary school grades and by changes in subject assignment in the secondary school grades will be notified and consulted by their administrators as soon as practical and prior to the end of the school year. Such changes will be voluntary to the extent possible. Every effort will be made to avoid re-assigning probationary elementary school teachers to different grade levels unless the teacher requests such change. In no event will changes in teachers' assignments be made later than August 1st, unless an emergency situation requires, and the Union will be notified in each instance.

Whenever possible, a tentative secondary schedule for the second semester will be presented to employees, in writing, by January 5th of each year.

8.6 A preparation shall be defined as any class or section which has an individualized course number or which requires a separate lesson plan.

8.6.1 Every effort will be made to schedule classes on the secondary level so that teachers shall not be required to teach more than two (2) endorsement areas nor more than two (2) teaching preparation classes per semester. This shall not require the employer to reduce course offerings or hire any additional staff.

8.6.2 For the purpose of this section, secondary shall be defined as Grades 7 through 12.

8.6.3 An individual teacher may waive "the every effort" contained in 8.6.1 above if said teacher is:

A. Notified in a timely manner that there is a need for an additional preparation assignment, and

B. Mutually agrees to teach the additional preparation assignment.

8.7 Every effort shall be made to see that no teacher shall be required to teach more than one basic class unless they shall approve the additional class or classes. Said basic class shall be designed to generally serve those students who, in the opinion of the counselors, teachers, and administrator, cannot successfully meet the standards and requirement of "General or College Preparatory" classes.

8.8 Reduction of Personnel

8.8.1 No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel unless there is one or more of the following conditions: (1) a substantial decrease in the students enrolled in the school district; (2) a substantial decrease in the revenue of the school district; (3) a substantial increase in cost to the school district; (4) the Board of Education deems it necessary to alter the school program.

8.8.2 No teacher shall be discharged or laid off pursuant to a necessary reduction in personnel for any school year or portion thereof except under applicable state law.

8.8.3 Before official action or a reduction of teachers is taken by the Board of Education, it will give notice to the Union of the contemplated reduction and afford the Union opportunity to discuss it with the Employer. As soon as the names of the teachers to be laid off are known, a list of such names will be given to the Union.

8.8.4 In the event the Union questions the wisdom of the Employer as to the specific teachers: (1) being laid off or not being laid off, or (2) filling the vacant teaching positions (as set forth above) or not filling such positions, the Employer will schedule a conference with Union representatives for the purpose of explaining its rationale. It is understood, however, that the Union's request for this information is to be reasonable, timely, and intended in good faith.

8.8.5 In the event that a reduction of personnel, as heretofore defined, shall become necessary, the Board shall first retain those teachers possessing current teaching certificates with the longest period of continuous service in the school district who are qualified to teach in those areas or disciplines to be preserved.

8.8.5.1 In the event of layoff, the Board will assist separated personnel seeking teaching employment in other districts.

8.8.5.2 A reduction in force shall be based upon:

- A. District Seniority
- B. Certification
- C. Qualification

8.8.5.2.1 The Union will be provided a list specifying district seniority and the areas for which each teacher is certified and qualified. A similar list shall be posted in each school building throughout the district.

8.8.5.2.2 A reduction shall then be based on seniority within the certified and qualified areas.

8.8.5.2.3 District seniority shall be defined as continuous service in the school district. Time spent as an administrator in Van Buren shall be included in the definition of continuous service in the school district.

A. Effective September 1, 1985, seniority shall not accrue during:

1. Any unpaid time for whatever reason.
2. Any unpaid leave of absence, except for military leave as provided by statute.
3. Layoffs, except up to one year seniority (for a career maximum of one year seniority) may be earned while on layoff.

B. Seniority shall be broken for the following reasons.

- 1. If the employee resigns or retires.
- 2. If the employee does not return to work when recalled from layoff with a timely notification period.
- 3. If the employee fails to report for work on the first regularly scheduled work day following the expiration of any employee's leave of absence or fails to secure an approved extension of a leave of absence.
- 4. If a probationary employee is laid off longer than his/her accumulated seniority.

8.8.5.2.3.1 The seniority list shall be posted in all school buildings by November 1 and until November 10. It shall be the responsibility of the Union and each employee to promptly check the seniority list. If an employee or the Union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (Nov. 20) of the list's final day of posting. If no challenges are made within the 10 day period, the seniority list shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After November 20, the seniority list shall be frozen until reposted on March 1.

8.8.5.2.3.2 The seniority list shall be posted in all school buildings by March 1 and until March 10. It shall be the responsibility of the Union and each employee to promptly check the seniority list. If an employee or the Union does not believe that the employee's seniority, certification, or endorsement is correctly shown on the list, the Personnel Director shall be notified, in writing, of the alleged error within ten (10) days (March 20) of the list's final day of posting. If no challenges are made within the 10 day period, the seniority list shall be deemed to be accurate and the employer shall incur no liability for relying on such list. After March 20, the seniority list shall be frozen until reposted November 1.

8.8.5.2.3.3 The seniority date shall be established first by the initial day of work for which teaching certification is necessary. Where duplication exists, the contract signing date by the employee

shall be used.

8.8.5.2.3.3.1 The method of resolving further duplication of employee's seniority date so affected shall be as follows:

All individuals will participate in a drawing, by lot, to determine their position on the seniority list. The Employer will notify the Union and each employee so affected in writing of the date, place, and time of the drawing. The drawing will reasonably allow affected employees and the Union or Local Association representatives to be in attendance.

8.8.5.2.3.4 Off Campus Coordinator - The only way an individual may accrue seniority in the Off Campus Coordinator position is by serving in that position. No other VBEA bargaining unit member shall be able to exercise their seniority to transfer, be assigned, be recalled, or bump into the Off Campus Coordinator position. However, any individual assigned by the school district to the Off Campus Coordinator position shall simultaneously accrue seniority in that position as well as in the K-12 program.

8.8.5.2.3.5 Head start Teacher - The only way an individual may accrue seniority in the Head Start Teacher position is by serving in that position. No other VBEA bargaining unit member shall be able to exercise their seniority to transfer, be assigned, be recalled, or bump into the Head Start Teacher position. However, any individual assigned by the school district to the Head Start Teacher position shall simultaneously accrue seniority in that position as well as the K-12 program.

8.8.5.2.3.6 Instrumental Band Director - The only way an individual may accrue seniority in the Instrumental Band Director position is by serving in that position. No other VBEA bargaining unit member shall be able to exercise their seniority to transfer, be assigned, be recalled, or bump into the Band Director's position. The Band Director shall not accrue seniority in any other classification in the bargaining unit. If the Band Director, at a later date, transfers to another position in the bargaining unit, such transfer shall waive all previously accrued seniority, the Band Director shall then commence accruing seniority in the bargaining unit.

8.8.5.2.4 Certified shall be defined as a state recognized valid teacher certificate. A teacher will be considered certified for only those areas listed and university verified as of the due date (mutually agreed upon by the Board and the Union) of the Spring survey.

8.8.5.2.4.1 In the case of special education placement, certification shall be dictated by the ability of the individual to qualify for a certificate endorsement and the ability to qualify for Department of Education approval.

8.8.5.2.4.2 After the first day that teachers report in the Fall, up-dating of endorsement (majors and minors) shall be allowed for the purpose of recall ranking.

8.8.5.2.5 Qualified: For a teacher holding a secondary certificate to be qualified in the ninth (9th) through twelfth (12th) grade level, a teacher must meet the minimum North Central requirements necessary for the subject area.

8.8.5.2.5.1 For a secondary teacher to be qualified in the seventh (7th) through eighth (8th) grade, they must have a minimum of seven (7) through eight (8) subject area major and minor commensurate to the assignment.

8.8.5.2.5.2 Elementary certified teachers will be qualified to teach in those areas that certification permits. For grades seven (7) through eight (8), elementary certified teachers must have a specific subject area major or minor in order to be considered qualified.

8.8.5.2.5.3 A music teacher hired before July 1, 1985 must elect if he/she is qualified as either instrumental, vocal, or both.

A music teacher hired after July 1, 1985, will be deemed to be qualified as either instrumental, vocal or both only if the teacher and the Personnel Director mutually agree at the time of hire that the teacher is qualified in instrumental, vocal, or both. After initial hire, a teacher may only be deemed qualified in an additional music area by mutual agreement only between the teacher and the Personnel Director.

8.8.5.2.6 The district shall specify the program, class offerings and personnel positions needed to meet same. Tentative assignments for retained staff following a reduction of staff will be made as follows:

8.8.5.2.6.1 Senior High assignments will be filled using the following criteria:

8.8.5.2.6.1.a North Central requirements of retained staff.

8.8.5.2.6.1.b The Board shall attempt to place retained teachers in their original buildings.

8.8.5.2.6.1.C Schedules will be developed, where possible, to compliment the tentatively assigned staff.

8.8.5.2.6.1.d The number of preparations as listed in the Master Agreement will be followed as closely as possible.

8.8.5.2.6.2 Middle School assignments will be filled using the following criteria.

8.8.5.2.6.2.a Certified subject area majors and minors will be applied to Middle School staff.

8.8.5.2.6.2JD The Board shall attempt to place retained teachers in their original buildings.

8.8.5.2.6.2.C If, in scheduling, a situation exists whereby an exception to the major and minor must be made, the person shall not teach more than two (2) periods outside of their endorsement areas or experience.

8.8.5.2.6.3 Elementary assignments shall be filled using the following criteria.

8.8.5.2.6.3.a The Board shall attempt to place retained teachers in their original buildings.

8.8.5.2.6.3.b All remaining regular classroom positions shall be filled by those people with certificate majors and minors for all subjects grades K through eight (8).

8.8.5.2.6.3.C The addition of new positions or reinstated positions may necessitate changing of assignments for retained staff.

8.8.5.2.6.4 Special Service assignments shall be filled using the following criteria.

8.8.5.2.6.4.a The Board shall attempt to place retained teachers in their original buildings.

8.8.5.2.6.4.b All remaining positions shall be filled as per their ability to qualify for a certificate endorsement and their ability to qualify for approval.

8.8.5.2.7 Recall of all teachers shall be in the reverse order of layoff: i.e., those laid off last will be recalled first, provided, however, that a teacher in order to be reassigned, shall be certified and qualified as herein set forth to teach the specific area for which a vacancy has occurred.

8.8.5.2.7.1 The district, as it reinstates programs, shall post the positions as they are established listing the necessary certifications and qualifications.

8.8.5.2.8 After the tentative secondary assignments have been made in the Spring, all future recall openings will be filled from the remaining laid off tenure teachers on the basis of their Spring reported majors and minors.

8.8.5.2.8.1 Once the list of laid off tenured teachers has been exhausted of anyone possessing either a major or minor in a given area, the next criteria to be used shall be the experience the remaining teachers have had at the level with regard to district seniority.

8.8.5.2.8.2 In the event that two (2) or more teachers have experience teaching that subject area, the teacher with the highest district seniority shall fill the position.

8.8.5.2.8.3 Probationary teachers can only be recalled to vacant positions for which they possess the necessary certification and qualifications for that level of teaching and have more seniority than the remaining probationary teachers on layoff for the specific level of teaching in which a vacancy exists.

8.8.5.2.8.4 After the end of the first day of school, all future recall openings will be filled from the remaining laid off tenure teachers on the basis of their updated or last reported major(s) and minor(s).

8.8.5.2.9 If any provision of this Reduction of Personnel Section 8.8.5 is found to be contrary to law or a rule or regulation having the force of law, the Board of Education shall not be mandated to enforce that provision. That provision shall be null and void, but only to the extent mandated by law.

8.8.5.2.10 A teacher on layoff may request a voluntary leave of absence. Such leave must be requested sixty (60) days before the start of a semester. Teachers on layoff who do not return to work when recalled shall forfeit all employment rights with the district.

8.8.5.2.11 A teacher that has been released because of staff reduction shall, if he/she desires, have priority in the substitute pool.

8.8.5.2.12 A laid off bargaining unit employee who fills a position outside the bargaining unit, but within the district, shall continue to be subject to recall.

8.8.5.2.13 Teachers on layoff status may purchase, at their own expense, if available, hospitalization, life, and dental insurance as a member of their group at a rate and method of payment determined by the carrier and the School Business Office for a period not to exceed one (1) year.

8.8.6 In conjunction with Article 16, Section 2, which provides that the individual contract executed between each teacher and the Employer is subject to the terms and conditions of this Agreement, it is intended that this Article takes precedence over and governs the individual contract and the individual contract is expressly conditional upon this Article.

8.9 Voluntary Twinning and Part-Time Positions

8.9.1 The purpose of the voluntary Twinning Program is to allow two teachers to share a single full-time assignment or to allow an individual to teach a part-time assignment for one school year. The personnel Department will make the final determination for twinning.

8.9.1.1 It is expressly understood that the pairing or part-time single assignment shall not occur if it causes the layoff or involuntary transfer of a full-time teacher or if it prevents the recall of a laid off teacher.

8.9.1.2 Only teachers with two or more years of service in the Van Buren School District shall be eligible for twinning.

8.9.1.3 To be eligible for consideration under this article, teachers must inform the Personnel Office, in writing, by March 15. Assignments will be finalized by the end of the school year.

8.9.1.4 Teachers may request who their partner may be for the joint position. A teacher may also apply on an individual basis.

8.9.1.5 If twinning occurs between two upper elementary teachers, the position of the paired team shall be the building position of the more senior teacher. If twinning occurs between an upper elementary and a lower elementary teacher, the position of the paired team shall be the building position of the upper elementary teacher.

8.9.1.6 Positions vacated by a member of the paired team shall be considered for pairing for purposes of filling other requests under this article. Subsequent vacancies will be filled by a laid off teacher or posted, as the case may be.

8.9.1.7 The twinning position shall be effective for one school year. Individuals, however, may initiate a request to continue their pairing or part-time assignment for one (1) additional year for Board consideration.

8.9.1.8 At the conclusion of the school year, all teachers will return to their full-time assignment if available, assuming they possess the necessary qualifications and seniority.

8.9.1.9 The building principal will have the opportunity to interview teachers who wish to twin in his/her building.

8.9.1.10 All other articles of the master agreement shall remain in full force and effect.

8.9.1.11 Seniority will be prorated. Seniority will be earned at a rate equal to the time worked while twinning as reflected in the work combinations set forth in 8.9.1.12 and 8.9.1.13 below.

8.9.1.12 Twinning combinations for secondary/6th grade shall be:

- a. Semester
- b. 60% full year
- c. 40% full year
- d. 60% Teacher A - 40% Teacher B full year

8.9.1.13 Twinning combinations for elementary/6th grade shall be:

- a. Semester
- c. Half-days K-6
- d. Half-time Kindergarten (singleton)

The teachers and principal involved will cooperatively develop a work schedule which will provide for daily overlap time. Also, both teachers, or a part-time teacher, shall be expected to participate in Parent/Teacher Conferences and activities normally considered by the administration to be a part of the teaching assignment beyond the normal work day, i.e. evening assignments, open houses, fun nights, etc., at no additional cost to the district. Staff meetings will be covered by at least one of the teachers. Any exceptions to the above requirement must be approved by the building principal.

8.9.1.14 The Board will pay in full all fringe benefits for VBEA members on twinning with the following exceptions:

- a. Those enrolled for full family, individual/spouse, or individual health insurance and/or dental insurance will have their premiums prorated.
- b. The premium amount to be paid by the Board will be prorated as determined by the percentage of time worked by the individuals.

8.9.1.15 Any disputes or issues arising under the voluntary twinning program shall not be subject to the grievance or arbitration provisions of this agreement, and an arbitrator shall have no jurisdiction to consider such matter. The foregoing provision shall not apply to sections 8, 10, 11, 14, 16, and 17 of this article.

8.9.1.16 Employees teaching under this Article shall receive a proration of their contractual base salary.

8.9.1.17 part-time employees shall be eligible for sick days, personal business days, and prep-time on a prorated basis.

8.10 An individual shall not qualify to be a part-time teacher because of acceptance of assignment(s) in the following areas:

- a. Driver Education (car/classroom)
- b. Extracurricular
- c. Coaching

8.11 Voluntary Teacher Exchange Program

8.11.1 In the event a teacher or teachers should wish to participate in a voluntary teacher exchange the following procedure will apply:

8.11.1.1 Teachers wishing to teach in another assignment for one year must so indicate by completing the application form provided by the personnel Office, with copies to their building principal.

8.11.1.2 Consideration will be given to date of request, applicable certification and qualifications and the availability of finding two exchanges that are compatible in the judgment of the Personnel Department.

8.11.1.3 At the end of the exchange year, teachers return to their original building.

8.11.1.4 If a layoff or the elimination of positions should occur during an exchange the teacher will be considered as assigned at his/her original building.

8.11.1.5 It is preferable to have teachers who desire an exchange to apply in pairs.

8.11.1.6 The exchange commitment is for a full year. Exchange teachers may not apply for posted positions within the bargaining unit which might affect their assignment status for the year of the exchange.

8.11.1.7 A teacher desiring to participate in the exchange shall apply no later than March 15.

8.11.1.8 The Personnel Department and the two participating exchange teachers may agree to extend the exchange for a second full year. Any exchange which continues beyond the second year will be considered a transfer.

8.11.1.9 The final approval for an exchange will be made by the Personnel Department. Any issues or disputes arising out of this program shall not be subject to the grievance and arbitration provisions of this agreement, and an arbitrator shall have no jurisdiction to consider such matter.

ARTICLE IX

VACANCIES, PROMOTIONS AND TRANSFERS

9.1 It is the policy of the Board to secure the best qualified persons for each position. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers in accordance with their qualifications.

9.2 A teacher may apply for any position at any time. Requests by a teacher for transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent, one copy shall be filed with the Union, and one copy shall be filed with the building administrator. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's qualifications.

- 9.2.1 Applications will be kept on file and given due consideration, should such vacancy occur, either during the school year or during the summer. A list of existing vacancies will be posted in each school building on the first Monday of the months of May and June. On the fifth day of school each year, all previously submitted applications for positions become null and void.

9.2.2 The Board shall review staff requests for transfers at the time of the initial assignments.

9.2.3 After the tentative assignments have been made, all future recall openings will be filled from the remaining laid off tenured teachers on the basis of their Spring reported majors and minors.

9.2.4 The Board shall review staff transfers or transfer staff to those newly created positions.

9.3 It shall be understood that any vacant extracurricular assignment be posted for the regular staff first. If the position is not filled from the regular staff, then teachers on the layoff list shall be given the next priority.

9.3.1 Laid off teachers desiring to accept a retained extracurricular activities assignment shall receive the rate agreed to in the Master Agreement.

9.3.2 The Board's decision will be binding unless it violates this Master Agreement.

9.4 In filling all vacancies, the Board agrees to give due weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. Upon request, a teacher who has been denied a transfer or position shall be given the reasons for denial. All qualified applicants within the school system shall have priority in the filling of vacancies. The decision of the Board as to the filling of such vacancies shall, however, be final.

9.5 Whenever any opening within the bargaining unit for the coming school year arises by virtue of a newly created or vacated position, or whenever any opening in a supervisory or administrative position in the district arises, the district shall publicize the same by providing for the appropriate posting in every school building. No such opening shall be filled except in case of emergency until such opening shall have been posted for at least ten (10) school days, provided, however, that any such vacancy which occurs between June 15 and the beginning of the next school year shall not be posted, but rather, notification shall be sent to the Education Association. Any qualified teacher may apply in writing for said openings within the above time limits.

9.6 In the event that a teacher from outside the system is contracted to fill a newly created or vacated position after the school year has started and a qualified teacher from this system has applied for the position, it is understood that their assignment to the position shall be temporary and considered open to transfers once the current school year ends. The position shall be made known to the bargaining unit and priority in filling this position shall be from those applicants within this system considering their professional backgrounds and attainments of all applicants, the length of time each has been in this school system, and other relevant factors. The decision of the Board as to the filling of such vacancies shall, however, be final.

9.7 When involuntary transfers are effected for a necessary change in the staff of any school, due to reduced student enrollment or the closing and/or consolidation of a building or a change in programs, said transfers will be made on the basis of years of service in the district; that employee in the affected building or position possessing the least amount of service and applicable certification being transferred first.

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ARTICLE X

LEAVE POLICY

10.1 Sick leave allowance will be as follows: Ten (10) days per year for those with less than five (5) years in the system; fifteen (15) days per year for those with five (5) years of service or more. Accumulation of sick leave days is unlimited. These days may be used as follows:

- A. Sick leave days may be used for personal illness, quarantine, or a medically defined and physician confirmed (M.D. or D.O. only) disability.
- B. A maximum of five (5) sick leave days per year will be allowed in the case of an illness of a member of the immediate family when no other arrangements can be made. In this instance, "immediate family" shall be defined as a spouse, children, parents, parents-in-law, grandparents or other relatives living in the same household with the teacher.
- C. An individual who is aware of a pending disability that has a substantial likelihood of requiring the employee to be absent from the school district, shall inform the employer of the anticipated nature and duration of such absence and provide the employer with documentation (M.D. or D.O. only) substantiating such. Such notification shall be provided as soon as the pending disability is known and must be updated if changes occur regarding said notification. An employee may elect not to use paid sick leave days for pregnancy-related disabilities.
- D. Any teacher who is absent for more than five (5) consecutive instructional days must provide the Director of Personnel with a medical doctor's certificate verifying that the teacher is unable to work. Such verification must be furnished to the Personnel Director at the earliest possible date in order for the absence to be approved.

10.2 Any teacher whose personal illness extends beyond the period compensated, shall be granted a leave of absence, without pay, for such time as is necessary for complete recovery from such illness, but not to exceed a period of twelve (12) months. Upon written request by the teacher, an extension may be granted by the Board.

10.2.1 Upon return from leave, a teacher shall be assigned to the same position or a substantially equivalent position, when available. A statement from the teacher's personal physician should be furnished upon request by the Board before return to employment in the district is permitted. The Board reserves the sole right to select a physician of its own choosing and at its own expense to verify such statement.

10.3 When death occurs in the employee's immediate family, i.e. parent, step-parent, or grandparent, parent, step-parent or grandparent of a current spouse, the employee will be permitted to use sick leave during the period commencing with the date of death and ending with the second calendar day after the day of the funeral not to exceed five (5) work days. The above limitations do not apply in the case of death of a spouse or children of the teacher.

10.3.1 A maximum of one (1) day of sick leave per funeral will be allowed to attend the funeral of other relatives or close friends not mentioned in the above paragraph.

10.4 Two (2) days in any one year will be allowed for "personal business", providing it does not fall on a day immediately preceding or following a holiday or vacation period. Personal business days should not be used to extend a vacation period or holiday. The teacher must receive permission from the administrator at least one day prior to a personal business day. Any unused personal business days will be added to the accumulated sick leave at the end of each school year.

10.5 All absence, other than sick leave or personal business will be considered a leave of absence with loss of pay for the period of such absence. A day's pay under this clause will be one-one hundred eighty-fifth (1/185) of the yearly contractual salary for those employees with ten month contracts.

10.6 Any teacher called for jury duty or to give testimony before any judicial or administrative tribunal, or in an Arbitration, Negotiation, Mediation or Fact Finding proceeding shall be released with pay and not charged to their leave allowance, providing, however, that any compensation, excluding mileage, received by the teacher for such proceedings shall be remitted to the Board.

10.6.1 Time necessary to take the selective service physical examination shall be with pay and not chargeable against the teacher's leave allowance.

10.7 Any teacher who is not able to report for duty because of injuries resulting from any performance of duties shall not have their absences charged against their accumulated leave days provided:

- A. That the injuries occurred on school property and/or during approved school activities.
- B. That upon written request they submit a medical statement relative to the injury.
- C. That the injury occurs during the performance of their duties and not as a result of negligence or carelessness on the part of the teacher.
- D. That the injury be verified and approved according to the above provisions by the building administrator.

10.7.1 In the case such injury extends beyond seven (7) days, and is compensable under the Michigan Worker's Compensation Law, the difference between their regular salary and Worker's Compensation shall be paid the Employee from the gross amount they are entitled to receive from their accumulated sick leave. Sick leave deductions will be prorated on the percentage used.

10.8 Any teacher who is absent because of an injury or disease compensable under the Michigan Worker's Compensation Law may elect, in the case such injury extends beyond the seven-day waiting period, to have the difference between their regular salary and the amount received from Worker's Compensation paid from the gross amount they are entitled to receive from their accumulated sick leave. Sick leave deductions will be prorated on the percentage used.

10.9 Sabbatical

10.9.1 On recommendation of the Superintendent, the Board may permit members of the professional staff to take sabbatical leaves for the purpose of self-improvement and benefit to the school system. A maximum of one (1) teacher per year at one-half (1/2) the base salary may be granted a sabbatical leave in accordance with the following procedure:

10.9.2 **Qualifications:** An application for a sabbatical leave of absence may be filed with the Superintendent provided the following conditions are fulfilled:

- A. The applicant possesses a Permanent Certificate.
- B. The applicant has been employed by the Van Buren Board of Education as a contract teacher for at least seven (7) continuous years of service.

C. The applicant has not been granted a sabbatical leave of absence from the Van Buren Board of Education during the seven (7) years of continuous service.

D. The applicant signs an agreement to return to service with the Van Buren Board of Education immediately upon termination of sabbatical leave and continue in such service for a period of three (3) years unless causes beyond their control prevent, or to refund to the Van Buren Board of Education one-third (1/3) of the salary paid for the sabbatical for each year not served.

10.9.3 Applications:

A. Applications for sabbatical leaves of absence must be filed not later than April 1st for a leave beginning the first semester of the following school year.

B. An applicant for sabbatical leave of absence shall file with the application an outlined program for the period requested for sabbatical leave.

C. If the request entails study at a university here or abroad, no further action is necessary on the part of the applicant except that a complete transcript of the courses taken be forwarded to the Superintendent's Office in Belleville upon completion of the studies. A minimum of eight (8) semester hours of graduate credit is required for each semester of sabbatical leave.

10.9.4 Salary Provisions: A teacher on sabbatical leave will be considered under contract to the Van Buren Board of Education and will receive one-half (1/2) the base salary they would receive as a full-time teacher for that year. Base salary includes the regular salary schedule and increment.

10.9.5 An interim report shall be filed at the midpoint for the period for which the leave is taken. The final report shall be due immediately following the applicant's return to service with the Van Buren Board of Education. These reports are to be mailed to the Superintendent.

10.9.6 Status while on sabbatical leave:

A. A teacher on sabbatical leave shall be considered to be in the employ of the Van Buren Board of Education and shall have a contract. However, the Board shall not be held liable for death or injury sustained by any teacher while on sabbatical leave.

B. They shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the school district.

C. The teacher shall be responsible for notifying the payroll department of the Van Buren Board of Education as to the place to which their checks should be addressed during their period of sabbatical leave. It is advisable to complete this arrangement before leaving the area.

10.9.7 A teacher, upon return from sabbatical leave of absence, shall enjoy the following privileges and benefits:

A. Be restored to their former teaching position or to a position of like nature, seniority, status and pay.

B. Be allowed credit toward retirement for the time spent on sabbatical leave, in accordance with rules and regulations established by the Michigan Public Schools Employees' Retirement Fund Board, Lansing, Michigan.

10.10 Child Care Leave

10.10.1 A teacher, either actively employed or on layoff status, who is pregnant or whose spouse is pregnant, shall be entitled, upon request, to a child care leave as provided below.

10.10.2 Said teacher shall make such a request to the Superintendent, in writing, on the form(s) approved by the Board thirty (30) calendar days prior to the anticipated date of birth or adoption. Included shall be either: a physician's statement certifying pregnancy or paternity, or a copy of the child's birth certificate, whichever is applicable.

10.10.3 A teacher who is pregnant may continue in active employment as long as she desires, provided she is able to perform her required functions.

- 10.10.4 A teacher adopting a child one (1) year of age or less, shall be entitled to a leave to commence at any time during the first year after receiving de facto custody of the child, or prior to receiving such custody if necessary to fulfill the requirements for adoption.

A teacher acquiring a child one (1) year of age or less through marriage or assuming the legal responsibilities for a family, shall be entitled, upon request, to a leave to commence at any time during the first year after acquiring said child or after the acquisition of the legal responsibilities for the family.

The appropriate form(s) must be completed and delivered to the teacher's building administrator at least thirty (30) days prior to the commencement of the leave.

10.10.5 A teacher requesting a child care leave must elect one of the following leaves and only one leave will be granted per teacher, per birth, adoption, acquisition of a child through marriage, or assumption of legal responsibilities for a family. The Board may, however, elect to bring a teacher back prior to the expiration of the leave by mutual consent.

- I An unpaid leave for the remainder of the semester that the leave commenced.
- II An unpaid leave for a complete semester.
- III An unpaid leave for the remainder of the semester in which the leave commenced and the succeeding semester.
- IV An unpaid leave for two (2) complete semesters.

10.10.6 Leaves I-IV above shall not commence within the first ten (10) paid days of the new semester. A leave shall begin on the first calendar paid day following the last day worked. Teachers on leave at the beginning of a new school year shall not be credited with any benefits that accrue on that day.

10.10.7 If an employee desires to take both a disability leave and a child care leave, such leaves must be taken consecutively. Where a disability leave expires within four weeks (20 working days) prior to Christmas break in the first semester or twenty (20) working days prior to the last scheduled work day in the second semester, a teacher may elect to continue child care leave for the next two (2) complete semesters pursuant to 10.10.5 (IV). Any teacher who returns to teaching duties immediately following a disability leave shall not be eligible for a child care leave.

10.10.8 A teacher returning from a leave shall be reassigned to the position held at the time the leave commenced except when the position is no longer in existence or the teacher has insufficient seniority to retain that position when the number of positions have been reduced. In these instances, the teacher shall be placed in the position most similar to the one held when the leave commenced.

10.10.9 During a child care leave of absence, the teacher shall maintain tenure rights.

10.10.10 Insurance benefits can be maintained on a self-pay basis.

10.10.11 A teacher, upon resumption of active employment, shall have restored all benefits to which she/he was entitled at the time the leave commenced, including, without limitation, unused sick leave days. If a leave is for less than sixty (60) working days, benefits shall accrue as though the leave had not occurred. If the unpaid leave is for more than sixty (60) working days, benefits shall not accrue. If a minimum of twelve (12) weeks are worked in any semester, time shall accrue for salary advancement.

Accumulated sick leave time shall be used only for that time during which the employee is disabled. Employees intending to use birth related disability leave must comply with the notice provisions of 10.10.2.

10.11 Purchase of Insurance Benefits

10.11.1 A teacher, while on a leave of absence, may purchase the insurance benefits provided for the bargaining unit as a member of his/her group at the rate determined by the insurance company provided said insurance carrier allows such purchase. If the above teacher misses two (2) payments for his/her fringe benefit package, the Employer and the Union will assume he/she no longer wishes to continue the option of group rates for fringe benefits.

10.12 Credit for School Camp Program

10.12.1 An employee shall not lose accumulated sick leave time or personal business day credit because of his/her participation in an employer approved camp program or a school field trip.

10.13 Voluntary Leave

10.13.1 Upon application the Board will approve from one to three unpaid leaves of absence per school year, provided the leave is for one full school semester or year and the employee has taught at least ten (10) years for the Van Buren Schools at the time of application. A written request for unpaid leave must be submitted to the Personnel Office before April 1. If more than three employees apply for an unpaid leave, the three leaves will be determined by a lottery system as managed by the Board. The lottery will be held in April to approve three leaves for the following school year. Employees granted an unpaid leave of absence shall, upon the expiration of the leave, return to active employment provided that the employee is eligible to return to work according to the layoff and recall procedure of the contract. It is understood that employees returning from unpaid leave are not entitled to be placed in the same position and assignment they occupied prior to the leave. The employee shall be responsible for providing by December 1 or April 1, whichever is appropriate, written notification of his/her intent to resume active status as described in the leave application. Employees who do not return to work at the expiration of their leave, shall forfeit all employment rights with the district and shall be terminated.

ARTICLE XI

TEACHER EVALUATION PROCEDURES

11.1 The performance of all teachers shall be evaluated in writing.

11.1.1 All probationary teachers are formally evaluated a minimum of two (2) times during each of their probationary years.

11.1.2 Probationary teachers assigned to more than one building shall be formally evaluated by each supervising administrator two (2) times during each probationary year.

11.1.3 Any teacher serving a third year of probation shall be evaluated a minimum of two (2) times during that year.

11.1.4 These evaluations shall be between six (6) weeks after the commencement of service and ninety (90) days prior to a teacher's employment anniversary date.

11.1.5 Tenure teachers shall be evaluated at least once every two (2) years.

11.1.6 Tenure teachers' evaluations may take place at any time during the school year.

11.2 All evaluations shall be conducted by a qualified administrator. In situations where special area supervisors are involved, the supervisor shall be charged with the responsibility of filing the formal documents with the Personnel Office. However, input from the affected administrators shall be incorporated into the final report.

11.2.1 All monitoring or observation of the teacher shall be conducted openly and with the knowledge of the teacher.

11.3 A formal observation shall be made in person for a minimum of thirty (30) minutes preceded, whenever possible, by two informal observations. Within a reasonable time period following a formal observation by the administrator, a conference shall be held with the teacher. The purpose of the conference may be to discuss the observation alone or a combination of the conference, the teacher's self-evaluation, and the administrator's evaluation. In cases where a conference discussion will include the evaluation, the teacher will be so notified in advance.

11.3.1 Teacher evaluations prepared by the administrator and the teacher's self-evaluation shall not be limited to the observations of the classroom visitations but will include all aspects of the teacher as a professional staff member.

11.3.2 All teachers new to the system shall file a self-evaluation form with their administrator by November 1 and February 1 of their first year. In the case of a teacher hired for the second semester, the self-evaluation shall be filed by March 15. All other probationary teachers shall file one by February 1 and all tenured teachers shall file this form every other year or more as requested by their administrator by November 1.

11.4 Copies of the administrator's evaluations and the teacher's self-evaluation and any written reports regarding a classroom observation shall be provided to teacher, administrator and the Personnel Office by December 15 for the first semester. All evaluations not due for the first semester shall be filed as follows:

A. April 1 - All evaluations involving probationary teachers and any tenured teachers who may have a severe problem.

B. May 15 - The last day for filing of all evaluations not mentioned above but scheduled for that year.

11.5 Ninety (90) days prior to the end of the teachers¹ year, the administrator shall send written recommendations to the Superintendent's Office.

11.6 Teachers whose services are being considered for termination under provisions of the Tenure Act shall receive a registered letter of notification and statement of charges from the Superintendent or his designee and be advised of their rights under the Tenure Act for a hearing and appeal.

11.7 A joint committee of the Administration and the Union is to meet during the school year for the purpose of evaluating, refining, and developing adequate evaluation forms and procedure to be used in the total teacher evaluation process.

11.8 In the event a teacher works in more than one building, the Personnel Office shall designate one administrator as the person responsible for filing the formal document. However, input from all affected administrators shall be incorporated into the final report. This person shall hold the final evaluation conference. If the final evaluation has a negative recommendation, all affected administrators shall be involved in the evaluation summary and conferences.

11.9 In the event of conflicting evaluations concerning a teacher, the Superintendent will confer with the parties involved before determining the future of the probationer.

ARTICLE XII

TEACHERS' RIGHTS

12.1 Each employee shall have the right to review the contents of their own personal file as maintained by the Administrator or the Superintendent. If desired by the teacher, a representative of the Union may be present.

12.1.1 Employees will be given copies of all materials placed in their files within five (5) working days with the exception of college placement bureau credentials. Teachers shall also have the right to place explanatory notes or letters in their personal file pertinent to any written or printed materials and these notes or letters shall be attached to each file copy.

12.2 An employee shall be entitled to have present a representative of the Union when being disciplined for any alleged infraction or delinquency in professional performance. When a request for such representation is made, no disciplinary action shall be taken with respect to the employee until such representative of the Union is present.

12.3 No bargaining unit employee shall be disciplined without just cause. Any such discipline, reprimand, or reduction in professional level, compensation or advantage, including adverse evaluation of teacher performance or violation of professional ethics asserted by the Employer or any agent or representative thereof shall be subject to the Grievance Procedure hereinafter set forth.

Employees shall be entitled to full rights of citizenship and the U.S. Constitution which includes the right to face their accuser during any action which questions their professional standards or decisions.

12.4 The private and personal life of any teacher is not within the appropriate concern or attention of the Employer as long as it is consistent with the high standards which the teaching profession has set.

12.5 No restrictions shall be placed upon the freedom of the employee to use their own time for gainful employment insofar as it does not interfere with the satisfactory performance of their school duties.

12.6 Employees shall be entitled to full rights of citizenship. Presence or absence of religious or political activities outside of school shall not be grounds for discipline or discrimination against any teacher insofar as it does not interfere with satisfactory performance of their school duties and is consistent with the high standards which the teaching profession has set.

12.7 This agreement shall apply to all employees regardless of race, religion, national origin, sex, marital status or membership in any professional or employee organization.

12.8 Since the Employee's authority and effectiveness in their classroom or on school property is undermined when students discover that there is insufficient backing and support of the Employee, the Employer recognizes its responsibility to give all reasonable support and assistance to Employees with respect to the maintenance of control and discipline in the classroom or on school property, providing that the Employee is reasonably pursuing a legitimate duty.

12.9 Any case of assault upon an Employee shall be promptly reported in writing to the Employer or its designated representative. The Employer may, upon request, provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall render all reasonable assistance to the employee in connection with the handling of the incident by law enforcement and judicial authority.

12.10 If any Employee is complained against or sued by reason of disciplinary action taken by the Employee against a student, the Employer may, upon request, provide legal counsel and render all necessary assistance to the Employee in their defense.

12.11 If any Employee is sued as a result of the performance of their duties, the Employer will provide legal counsel and render all necessary assistance to the employee in their defense.

12.12 The Employer will reimburse employees for, in the case of assaults, any loss, damage or destruction of clothing or personal property of the employee while on duty in the school or on the school premises. Proof of loss shall be furnished to the Employer within ten (10) days of the incident. The Employer shall not be obligated to pay more than \$200.00 for any one incident. If an employee is injured while performing his duty, free medical, surgical, or hospital care will be furnished by the Employer. If the Employer has insurance to cover such incidents, this will be deemed to be in compliance with this provision.

12.13 Any serious complaints by a parent of a student directed toward the employee shall be promptly called to the employee's attention and, if necessary, a conference will be called. Such complaint shall be reduced to writing and forwarded to the employee. A copy of the complaint and its disposition shall be kept in the employee's personal file. The employee may reply in writing to the charge and their reply shall be attached to the copy of the complaint and kept in the employee's personal file.

12.14 Day-to-Day Substitute Teachers

12.14.1 The Board agrees at all times to maintain an adequate list of substitute teachers. Teachers shall be informed of a telephone number they may call to report unavailability for work. This phone will have a recording device attached to it so that teachers may leave a recorded message. Teachers may call in at any time prior to: First Shift - 6:00 a.m., Second Shift - 6:30 a.m., and Third Shift - 7:00 a.m. Any teacher who knows he will be absent the next day should report in prior to 9:30 p.m. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

12.14.2 Non-classroom teachers will not be used as substitute teachers except in case of extreme emergency. In cases where a teacher is used in one assignment for one-half (1/2) day or more, an explanation will be forwarded to the Union within five (5) days.

12.14.3 Whenever possible, the Board will provide qualified art and vocal music teachers. It will be the responsibility of the regular special teachers to have usable lesson plans and the instructional materials readily accessible for use by these substitutes.

In the event that a qualified art or vocal music teacher is not available, a substitute will still be provided to cover these classes. At this time, it will be the responsibility of each regular special area teacher to provide the substitute with the necessary lesson plans and instructional materials to carry on a meaningful educational activity.

12.14.4 On returning to work following an absence, the classroom teacher will complete and submit to a person designated by the Board an evaluation of the substitute on an evaluation form agreed upon by the administration and the Local Association. This form, provided by the administrator, will be due at the end of the second day of returning to work.

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ARTICLE XIII

SCHOOL CALENDARS

13.1 Calendar Guidelines - The parties agree to a basic calendar of 185 work days for teachers with 181 school days for students except as provided below.

It is understood that the calendar for the 1989-90 school year may remain the same as for the 1988-89 schedule or shall revert to the 1987-88 schedule at the request of either the V.B.E.A. or the Board. This determination shall be finalized by the second Monday in March of the 1988-89 school year.

13.1.1 It shall be the responsibility of the Board to determine whether conditions are such as to warrant the closing of schools. When schools are closed because of severe, inclement weather, teachers shall be excused from duty except as required by law under the State School Aid Act.

13.2 School Calendars

13.2.1 The school calendars set forth in schedules A, B, C, and D of this agreement are based on 185 teacher days of work. To insure provision of a minimum of 178 days of student instruction, days of student instruction which have been cancelled will be rescheduled and the necessary modifications to the school calendar will be made by the Board.

In the event that pupil instructional days have been cancelled due to conditions not within the control of the Board, then instructional days shall be rescheduled to insure provision of a minimum of 178 days. In order to make up cancelled days, instructional days will be added to the school calendar without additional compensation to teachers or expense to the Board to insure provision of 178 instructional days.

A. 1987-88 School Calendar

September 2-3, 1987.	Pre-School Planning Days
September 4.	Labor Day Recess
September 7.	Labor Day
September 8.	School Opens - Classes in a.m. only
November 26-27.	Thanksgiving Recess
November 30.	School Re-opens
December 23.	Winter Recess begins at end of day
December 24-January 1, 1988.	Winter Recess
January 4.	School Re-opens
February 13.	First Semester Ends-Teacher Work Day
March 31.	Spring Recess begins at end of day
April 4.	Spring Recess
April 5.	School Re-opens
May 30.	Memorial Day
June 10.	Commencement
June 24.	Record Day - School Ends

B. 1988-89 School Calendar - Modified

August 29-30, 1988.	Pre-School Planning Days
August 31.	School Opens - Classes in A.M. only
September 5.	Labor Day
November 24-25.	Thanksgiving Recess
November 28.	School Re-opens
December 23.	Winter Recess begins at end of day
December 25-January 6, 1989.	Winter Recess
January 9.	School Re-opens
January 20.	First Semester Ends-Teacher Work Day
February 20-24.	Winter Break
March 23.	Spring Recess begins at end of day
March 27-31.	Spring Recess
April 3.	School Re-opens
May 29.	Memorial Day
June 9.	Commencement
June 16.	Record Day - School Ends

C. 1989-90 SCHOOL CALENDAR - MODIFIED

August 28-29, 1989.	Pre-School Planning days
August 30.	School Opens - Classes in A.M. only
September 4.	Labor Day
November 30-December 1.	Thanksgiving Recess
December 4.	School Reopens
December 22.	Winter Recess begins at end of day
December 25-January 5, 1990.	Winter Recess
January 8.	School Re-opens
January 19.	First Semester Ends-Teacher Work Day
February 19-23.	Winter Break
April 12.	Spring Recess begins at end of day
April 16-20.	Spring Recess
April 23.	School Re-opens
May 28.	Memorial Day
June 8.	Commencement
June 15.	Record Day - School Ends

D. 1989-90 SCHOOL CALENDAR - TRADITIONAL

August 30-31, 1989.	Pre-School Planning Days
September 1.	Labor Day Recess
September 4.	Labor Day
September 5.	School Opens - Classes in a.m. only
November 30-December 1.	Thanksgiving Recess
December 4.	School Re-opens
December 22.	Winter Recess begins at end of day
December 25-January 5, 1990.	Winter Recess
January 8.	School Re-opens
January 26.	First Semester Ends-Teacher Work Day
February 23-26.	Winter Break
April 12.	Spring Recess begins at end of day
April 16-20.	Spring Recess
April 23.	School Re-opens
May 28.	Memorial Day
June 8.	Commencement
June 15.	Record Day - School Ends

13.3 The nurses' work year shall be ten (10) days longer than the teachers¹ work year.

13.4 Teachers' salaries are based on a one hundred and eighty-five (185) work day calendar.

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ARTICLE XIV

GRIEVANCE PROCEDURE

14.1 Definitions:

14.1.1 Grievance: A grievance is a complaint submitted, in writing, by a teacher or the Union, hereinafter designated as the "grievant", involving any alleged violation, misinterpretation or misapplication of any provisions of this agreement.

14.1.2 Days: The term "days" when used in this section shall, except when otherwise noted, mean school days. Time limits may be extended by written agreement of both parties.

14.2 Every effort shall be made to resolve complaints at their inception. This grievance procedure is intended to provide a formal means for handling those complaints which cannot, for any reason, be resolved by discussion and cooperation at their inception.

14.3 Grievances shall be presented and adjusted in accordance with the following procedure:

14.3.1 Level One:

When a cause of complaint occurs, the grievant shall request a meeting, within ninety (90) days, with their administrator or immediate supervisor in an effort to resolve the complaint. The Professional Rights and Responsibilities Committee of the Union shall be notified and may be present with the grievant at such meeting. The grievant may, within three (3) days formalize his/her complaint by proceeding to Level Two.

14.3.2 Level Two:

The grievant shall submit, in writing, within three (3) days of such meeting, a copy of the grievance to their administrator or immediate supervisor. If the particular grievance arises in more than one school building, a copy shall also be sent to the Superintendent and to the Union. The administrator or immediate supervisor shall, within five (5) days, render a written decision. A copy of the decision shall go to the grievant, the Union, and the Superintendent.

14.3.3 Level Three:

If the decision obtained at Level Two is unacceptable, or if no decision has been rendered within five (5) days from the date of submission of the grievance, the Union shall, within five (5) days, make a determination as to whether the grievance has merit. If the Union confirms the validity of the grievance, the Union may proceed to Level Four. The Union shall so notify the grievant and the Board's representative of its decision.

14.3.4 Level Four:

The Union shall submit the grievance to the Superintendent within five (5) days of the decision of the Union set forth in 14.3.3. Within ten (10) days after the submission of the grievance, the Superintendent or his designee shall conduct a hearing. The Union shall be given a five (5) day notice of the date and place of any hearing. The Superintendent shall have ten (10) days from the conclusion of the hearing to render his written decision.

14.3.5 Level Five:

In the event that the union is not satisfied with the superintendent's decision in Level Four, the grievance may be submitted to arbitration before an impartial arbitrator who is selected by the mutual consent of the parties. If the parties cannot agree as to the arbitrator, he shall be selected by the American Arbitration Association in accord with its rules, which shall likewise govern the arbitration

proceedings. The arbitrator shall have no power to alter, add to, or subtract from the terms of this agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

14.4 Upon mutual agreement by both parties, a grievance may be expedited in the following manner:

- (1) The grievance shall be submitted in writing to the superintendent or his/her designee within the time frame specified in 14.3.1. Within five (5) school days after submission, the superintendent or his/her designee shall schedule a meeting with the union in an effort to resolve the dispute.
- (2) If the grievance is not resolved to the union's satisfaction within seven (7) school days of the initial meeting between the superintendent or his designee and the union, the union may appeal the grievance to final and binding arbitration as provided in 14.3.5.

14.5 The expense of arbitration shall be shared equally by the Employer and the Union.

14.6 Any individual employee at any time may present grievances to the Employer and have the grievance adjusted, without intervention of the Union if the adjustment is not inconsistent with the terms of this Agreement, provided that the Union has been given the opportunity to be present at such an adjustment.

14.7 An individual may withdraw their grievance at any level without prejudice on record. However, if, in the judgement of the Union or its representative, the grievance presents an issue of importance, the Union may process the grievance at the appropriate level.

14.8 No reprisals of any kind shall be taken against any grievant or other participant in the grievance procedure.

14.9 If any employee for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost from the date of discharge.

14.10 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personal file of the participants.

14.11 Any grievance not carried to the next step within the prescribed time limits agreed to, shall automatically have the grievance closed on the basis of last disposition and shall not be subject to further review unless stipulated to by the Employer and the Union.

Notification of the Superintendent by the Union of intent to continue the grievance shall be deemed in compliance with the provision.

14.12 Social workers, psychologists, and school nurses shall not be disciplined or discharged without just cause.

Any alleged violation of the above statement may be processed through the grievance procedure (including arbitration).

14.13 The following matters shall not be the basis of any grievance filed under the procedure out]:IIK"! jn iMs Article:

- A. Failure to re-employ any probationary bargaining unit employee or the placing of any non-tenure teacher on a third year of probation; provided that in either case the

Board shall furnish said teacher a copy of reasons for such action and a copy of all evaluation reports. The failure to provide such reasons or reports may be the basis for a grievance under this Article.

B. Any claim or complaint which may be subject to the procedures specified in the Teachers' Tenure Act (Act 4 of the Public Acts, Extra Session, of 1937, of Michigan, as amended).

14.14 In any matter concerning a Central Office decision, the Central Office administrator, at his initiation, may write a grievance response before a hearing is held at the Superintendent's level.

14.15 The Employer shall make available to the union upon its request such available personnel information and reports related to the operation of the district as are necessary for the processing of grievances under this Article, provided nothing included herein is intended to require the employer to compile or present information in forms not customarily followed nor in forms not already compiled as provided by law.

ARTICLE XV

NEGOTIATION PROCEDURES

15.1 In all negotiations between the Employer and the Union, neither party shall have any control over the selection of the representatives of the other party. Each party may utilize the services or advice of persons outside of its membership.

15.2 It is contemplated that matters of common concern to the parties shall be subject to professional negotiations from time to time during the period of this Agreement upon mutual consent of the parties. The parties will reserve the first Thursday of November, January, March, May and July for meetings at the request of either party. The parties will request a meeting in writing and specifically identify the areas of concern.

ARTICLE XVI

MISCELLANEOUS

16.1 The Union shall deal with the ethical problems arising under the Code of Ethics of the Education Profession in accordance with the terms thereof and the Board recognizes that the Code of Ethics of the Educational Profession is considered by the Union and its membership to define acceptable but not the sole criteria of professional behavior and is to be considered a part of this contract.

16.2 This agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. It shall likewise supersede any contrary or inconsistent terms contained in any individual teacher contracts heretofore in effect. All future individual teacher contracts shall be made expressly subject to the terms of this Agreement. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

16.3 No employee covered by the terms of this agreement will be penalized, threatened, punished, or demoted because of any participation in collective bargaining activities prior to the reaching of this Agreement. All persons, upon ratification, are immediately restored to both regular and extra duties.

16.4 If any provision of the Agreement or any application of the Agreement shall be found contrary to law, then such provision or application shall be deemed null and void to the extent prescribed by law, but all other provisions or applications shall continue in full force and effect. The parties shall meet and attempt to negotiate that portion of the contract that is unenforceable.

16.5 This Agreement will become effective upon ratification by both parties and shall continue in effect through August 31, 1990.

NON-REPRISAL CLAUSE

The Board shall not initiate, encourage, support, or condone any punitive, disciplinary, legal and/or administrative actions against any employee or the Union, its officers, agents, and representatives in reprisal, as a result of any acts arising from October 7, 1987 through October 27, 1987, in connection with the labor dispute between the Board and the VBEA and the work stoppage authorized by the VBEA.

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LETTER OF UNDERSTANDING

For the 1987-88 school year, each bargaining unit employee will receive a lump sum payment at the end of each school semester. The total of the two equal installments shall be 3% of each employee's 1986-87 scheduled salary as listed in Article 6.1 (1986-87 Salary Schedule) in accordance with the attached. Such installments shall be paid on a one-time basis and shall not become part of the base salary schedule. The installments shall be discontinued once they are paid. The parties understand and agree that the lump sum installments and this Memorandum of Understanding shall not extend beyond the 1987-88 school year.

1987-88 3% UNANTICIPATED IMPROVEMENT (On 1986-87)

STEP	BA	BA+15	MA	MA+15	DBL MA
0	\$540	\$569	\$603	\$635	\$666
1	572	605	639	672	705
2	593	628	662	697	731
3	631	667	703	739	776
4	673	711	750	789	827
5	714	756	797	838	879
6	770	805	848	892	935
7	802	849	895	941	987
8	850	899	947	995	1,043
9	915	965	999	1,050	1,101
10	0	0	1,071	1,123	1,175

LETTER OF UNDERSTANDING

For the 1988-89 school year, each bargaining unit employee will receive a lump sum payment at the end of each school semester. The total of the two equal installments shall be 2% of each employee's 1987-88 scheduled salary as listed in Article 6.4 (1987-88 Salary Schedule) in accordance with the attached. Such installments shall be paid on a one-time basis and shall not become part of the base salary schedule. The installments shall be discontinued once they are paid. The parties understand and agree that the lump sum installments and this Memorandum of Understanding shall not extend beyond the 1988-89 school year.

1988-89 2% UNSCHEDULED IMPROVEMENT (On 87-88)

STEP	EA	BA+15	MA	MA+15	DBL MA
0	\$382	\$402	\$426	\$449	\$471
1	404	428	451	475	498
2	419	444	468	492	516
3	446	471	497	523	548
4	475	503	530	557	585
5	505	534	563	592	621
6	544	569	599	630	661
7	567	600	633	665	698
8	601	635	669	703	737
9	647	682	706	742	778
10	0	0	757	794	830

