

CONTRACT

FOR

2019 - 2021

BETWEEN THE

VAN BUREN INTERMEDIATE SCHOOL DISTRICT
BOARD OF EDUCATION

AND THE

VAN BUREN COUNTY EDUCATION ASSOCIATION/
VAN BUREN INTERMEDIATE EDUCATION ASSOCIATION

MEA-NEA

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ARTICLE I

PREAMBLE

This agreement was entered into on September 1, 2019 by and between the Intermediate Board of Education of Van Buren County, Lawrence, Michigan, hereinafter called the “Board” and the Van Buren County Education Association/Van Buren Intermediate Education Association, MEA-NEA, hereinafter called the “Association”. Personnel represented by the Association shall hereinafter be referred to as “Professional Staff Members” (PSM), which includes “Teacher” and “Non-Teaching Professional Staff Member”.

ARTICLE II

RECOGNITION

The Board hereby recognizes the Association as the exclusive bargaining representative for the following personnel:

Included:

All (full time and regularly scheduled part-time) certified professional staff, vocational certified professional staff, adult education instructors, bilingual teachers, counselors, teachers of the cognitively impaired, consultants for the visually impaired, consultants for special education, consultants for the deaf and hard of hearing, instructional managers, migrant teachers, nurses, occupational therapists, physical therapists, placement coordinators, preschool teachers, school psychologists, professional development specialists, school social workers, school nurses, speech and language pathologists, audiologists, specialized instructional services coordinators, teachers of autism spectrum disorder, resource room teachers, teachers of the homebound, teachers of the emotionally impaired, teachers of the severely multiply impaired, teachers of the deaf and hard of hearing, adaptive physical education teachers, literacy coaches, work study coordinator and non-supervisory positions in summer school programs, noncertified staff in PSM positions, as allowed by the State Department of Education, excluding summer Migrant Programs.

And Excluding:

Superintendent, assistant superintendent, directors, assistant directors, supervisors, administrative assistant, administrators, principals, assistant principals, coordinator of planning, monitoring and data collection, accountant, computer programmer, substitute teachers, all summer migrant program positions, clericals, custodians, maintenance employees, teacher aides, bus drivers and aides and all other employees.

Prior to the addition of any new staff position, not covered in the preceding two paragraphs, the issue of inclusion/exclusion will be addressed with the Association.

ARTICLE III

MANAGEMENT RIGHTS

- A. Nothing contained herein shall be considered to deny or restrict the District of its rights, responsibilities, and authority under the Revised School Code or any other laws or regulations.
- B. Except as expressly abridged by the provisions of this Agreement, it is agreed that all rights which ordinarily vest in and have been exercised by the District shall continue to vest exclusively in and be exercised exclusively by the District. Such rights shall include by way of illustration and not by way of limitation, the right to:
1. Manage and control its business, its equipment, and its operations.
 2. Continue its rights, policies, and practices of assignment and direction of its personnel and scheduling.
 3. Direct the working forces, including the right to hire, assign, promote, evaluate, discipline, transfer and determine the size of the work force.
 4. Determine the programs, curriculum, services, supplies, and equipment necessary to continue its operation, and to establish standards for their use and operation.
 5. Adopt reasonable rules and regulations pertaining to the operation and administration of the school system and to define the descriptions and requirements of all jobs.
 6. Determine the qualifications of employees, including the essential job functions of employees.
 7. Determine overall goals and objectives as well as all policies affecting the educational programs.
 8. Determine the number and location or relocation of its facilities, including the establishment or relocations of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings, or other facilities.
 9. Determine the size of the management organization, its functions, authority, amount of supervision and the table organization.
 10. Determine all financial policies, including all accounting procedures, and all matters pertaining to public relations.
 11. Determine class scheduling, as well as the duties and responsibilities of the teaching staff and other employees with respect to such scheduling.

- C. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of the Agreement and any Letters of Understanding that are issued.

ARTICLE IV

ASSOCIATION RIGHTS

The local Association shall be entitled to use school equipment and facilities at times when such equipment or facilities are not in use. The local Association shall pay for the reasonable cost of all materials and supplies incidental to such use.

ARTICLE V

PROFESSIONAL STAFF MEMBERS RIGHTS

A. **EQUAL APPLICATIONS**

The Board of Education does not discriminate on the basis of race, color, religion, national origin, sex, age, height, weight, marital status,

It is agreed by the Board and the Association that neither shall discriminate against any PSM because of race, color, religion, national origin, age, sex, weight, height, marital status, political belief, genetic information, disability, or any other legally protected characteristics, or for exercising those protected rights as defined by law as an Association member, officer or authorized representative of said Association, nor shall they discriminate against any PSM because of his/her exercising rights specifically reserved to him/her under this Agreement. It is understood and agreed that employees who believe they have been discriminated against under the terms of the Agreement shall be limited to the statutorily established time period of one hundred eighty (180) days after the occurrence of the event giving rise to their claim in which to file a charge pursuant to said statutes.

B. **COMPLAINTS AGAINST PSM**

Complaints of a serious nature shall be called to the PSM's attention. The Board and the Association recognize that minor complaints need not be brought to the PSM's attention unless these minor complaints accumulate to the point that the Board believes that they should be brought to the PSM's attention. In such cases, if the PSM has a weakness, they shall be given sufficient time to correct the weakness before the weakness becomes part of any document placed in the PSM's personnel file.

C. RIGHT TO MEET WITH ADMINISTRATION

The Administration agrees to meet with the Association from time to time to discuss matters, which are not proper subjects for the grievance procedure. The Association shall notify the Administration in writing of the topic to be discussed and further agrees no grievance shall be filed over any issue so discussed.

D. PERSONNEL FILE

1. PSMs shall, upon proper notification to the Superintendent or Director of Finance and Operations, be permitted to review the contents of their personnel files.
2. PSMs shall be given copies of all materials which are placed in their personnel files, except for those materials excluded from the definition of "Personnel Record" under the Bullard-Plawecki Act.
3. Any PSM who disagrees with the information contained in his/her personnel file may submit a written statement explaining the PSM's position. This statement shall not exceed five (5) 8 ½ x 11 sheets and shall be included whenever information is divulged to a third party.
4. When material to be placed in the file is inappropriate, or in error, the material will be corrected or expunged from the file, whichever is appropriate.

ARTICLE VI

WORKING CONDITIONS

A. FACILITIES

The Board recognizes that quality facilities, personal safety, good equipment and adequate space are essential to the operation of sound educational programs and will endeavor to provide same in the best interest of the children of Van Buren County.

If working conditions are deemed to be inadequate by PSMs, they shall report, in writing, to their department director the nature of said complaint. If working conditions are determined to be inadequate by the director, the director, after consultation with the Intermediate Superintendent, will make specific written recommendations to the Local Superintendent regarding the improvement of such conditions as he/she deems necessary for quality services.

B. OTHER DUTIES

The PSM shall not be required to assume lunch room, hall, playground, substitute teach, (except as outlined in Section VII D (4)) and other extracurricular duties not related to their work assignment.

C.1 HOURS

The amount of hours a full time PSM shall be required to be at their place of assignment is a minimum of thirty-six and one-quarter (36.25) hours per week based on seven and one-quarter (7.25) hours per day.

C.2 EXTRA CURRICULAR MEETINGS

Van Buren Tech

It is recognized that all PSMs will be asked on occasion, to perform services beyond the normally accepted hours of the workday. The administration will hold these group public relations efforts to three. The three approved outside events such as: Back-to-School Night, Advisory meetings, local school district open houses, and local district Award Ceremonies. In exchange for this time, all participating PSMs will be granted one (1) compensation day to be selected by a joint decision between the VBIEA and the administration. Consideration will be given to days on which six (6) or more Van Buren Intermediate School District LEA's have not scheduled students in attendance. In any year in which there are not enough days, the PSM will be allowed to leave the workplace one (1) hour early on those Fridays and Mondays following these events. Substitutions for the required three functions may be made upon administrative approval.

CTE instructors are encouraged to attend both school award ceremonies, for the additional one attended the instructor will earn two early release days (1 hour each). These days can be taken on any day that there is not a staff meeting or other school activity they need to attend.

Advisory Committee meetings can be held during school days. If CTE instructors want to sign out for professional development industry visits, these are an option as well.

An additional in-service day, or the equivalent, will be granted during the school year using the same criteria established by the paragraph above. It is recognized that time schedules of the constituent districts may deny the usage of this provision. The date(s) and amount of time will be established by the **Van Buren Tech** Administration.

D. FACULTY MEETINGS

Faculty meetings shall be scheduled in general as they have in the past, unless otherwise mutually agreed to between the Association and Board. Faculty members are expected to attend all meetings and remain for the entire period of each meeting unless excused by the PSM's immediate supervisor. Faculty meetings shall be limited to an average one (1) hour one (1) day per week.

E. ACT OF GOD DAY POLICY

1. Per State of Michigan law, the following shall apply:

a. Behavioral Education Center, Bert Goens Learning Center, Van Buren Tech Staff, Community-based Transition Center.

Have up to six (6) days or equivalent hours of pupil instruction which will not have to be made up should act of God conditions occur. Part-time staff will have their days prorated (rounded up to full days). Act of God days occurring during mandated summer programs will not be required to be made up if all legal requirements have been met. Make up days will be rescheduled at a mutually agreed upon time. However, the first and last day of employment will be reserved for staff in-service or student record activities.

b. Itinerant Staff. Follow the snow day policy of the local school to which assigned on the snow date. Time lost in excess of that not required to be made up by law will be made up at the end of the school year or as mutually agreed to between the appropriate supervisor and the staff members. A non-student contact day will be assigned for staff development.

c. Special Conditions. Should a PSM request and attend a professional staff development activity which takes place during an act of God condition, the day will not have to be made up. Should a PSM request a sick day and/or personal day, credit for these days will be reinstated to the employee and the snow day will be made up. PSMs attending staff development activities on act of God days will be offered sub-pay to work their regular assignment during make-up days.

2. Deduction of Personal Business Days or Sick Days when the district is required to close for any condition.

a. Personnel on approved leave of absence of any kind, which exceeds three (3) consecutive days, will be charged for the day as scheduled.

b. Should a PSM make a professional decision that weather conditions are such that it is unsafe for them to travel to work, they may call the appropriate supervisor/staff and notify them of this decision. The PSM will be charged a sick day in this situation.

ARTICLE VII

VACANCIES

A. POSTING OF VACANCIES

When a Professional Staff Member (PSM) vacancy occurs in the District, notice of such vacancy shall be posted on the bulletin boards and emailed to all current PSMs (via the currently adopted VBISD email system). Vacancies shall be posted two (2) calendar weeks prior to the filling of the vacancy except in emergency situations.

When an assignment becomes open within a specific discipline, any staff member that submits their application for consideration of said assignment will be given the opportunity to discuss the assignment with the supervisor.

B. An emergency situation shall exist when the vacancy occurs during the PSMs school year, or within three (3) weeks of the opening of school where the PSMs leaving has not provided at least thirty (30) days advance notice.

C. In no case shall a vacancy be filled in less than seven (7) calendar days from the date of the posting unless Association approvals has been obtained. The Board reserves the right to use a substitute until the vacancy is filled.

PROMOTIONS AND ASSIGNMENTS

D. ASSIGNMENTS

1. The Board or their representative shall notify each PSM of his/her tentative assignment for the forthcoming year before June 1 of each year.
2. If assignment changes must be made, the Board, or their representatives, will explore possible options with PSMs involved before changes are finalized. Final changes shall be kept to a minimum.

3. FLEXIBLE ASSIGNMENTS

Where regular day school program enrollments do not justify full-time staffing assignments, and there exists an adult extended day and/or evening program component in the same field for which the PSM is appropriately state certified, a PSM may be assigned to fulfill both requirements. When such circumstances occur, the PSM would be given the option to elect a less than full-time assignment. Where PSMs are assigned a split day school and adult extended day and/or evening education assignment, they will:

- (1) be compensated for the adult education assignment at the same rate of pay as the regular day school assignment.
- (2) be assigned a combination of hours which is equal to a full-time contracted salaried position with all associated benefits, and

- (3) be given first rights to the regular full-time day school assignment should circumstances justify reassignment.

Full-time adult education assignments may occur when sufficient programming and enrollments warrant. These assignments may be a singular area of responsibility such as instruction, guidance and job placement or any combination thereof for which the PSM is appropriately state certified. When such assignments are made the PSM shall:

- (1) receive the same contracted rate as if it was a regular day school assignment with all associated benefits, and
- (2) work those hours which are scheduled for the delivery of adult education services.

In situations requiring staffing changes in programs which have multiple instructors assigned, the option to accept the proposed non-standard assignment shall be offered to the affected employees on a seniority basis with the most senior having first opportunity to select the assignment.

4. SUBSTITUTE ASSIGNMENTS

Regular day school vocational programs have traditionally experienced difficulty finding appropriately trained and certified substitutes to provide beneficial instruction to students. In order to provide a quality instructional experience to vocational students there exists a need for in-house PSMs to act in combination as part-time substitutes and part-time instructor/support services assignments.

Where regular day school program enrollments do not justify full-time staffing assignments, and there exists a combination part-time substituting and part-time instructor/support services assignment for which the PSM is qualified, the Board may offer the PSM a combination assignment with substituting being the daily priority. When such circumstances occur, the PSM would be given the option to elect a less than full time assignment. Where PSMs are assigned a combination substituting and day school assignment, they will:

- (1) be compensated at the same rate of pay as the regular day school assignment.
- (2) be assigned a combination which is not less than a full-time contracted, salaried position with all associated benefits, and
- (3) be given first rights to the regular full-time day school assignment should circumstances justify reassignment.

In situations requiring staffing changes in programs which have multiple instructors assigned, the option to accept the proposed non-standard assignment shall be offered to the affected employees on a seniority basis with the most senior having full opportunity to select the assignment.

ARTICLE VIII

SICK LEAVE

- A. Sick leave as outlined below will be granted to each professional staff member. The absence must be necessary due to illness of the PSM, illness of the PSM's legal dependents or, illness of the employee's immediate family. Immediate family shall include present spouse, father, mother, **step parents, foster parents**, grandparents, children, **step children, foster children**, mother-in-law, father-in-law, sisters, brothers, grandchildren and other relatives living in the immediate household.
- B. A maximum of **14** sick days will be earned by employees working full time (211 day) schedules **who were hired on or before July 10, 2019. All employees hired after July 10, 2019 will earn one less sick day for a maximum of 13 days.** Employees working less than a full year schedule will earn sick days on a pro-rated basis. This will not apply to teachers employed in the Summer Migrant Program (see Letter of Understanding on file).
- C. Employees who meet the following requirements may use sick days earned in excess of **12** as personal/sick days. Personal days require 3 weeks notice to allow for provision of adequate coverage and may be used singly or in any combination throughout the contract year. Requirements are as follows:
- Employee's regular contract must be in excess of 200 days.
 - Employee's assignment must require that days be spaced throughout the summer months (must be scheduled to work in June, July and August).
- D. Unused sick leave days shall be allowed to accumulate to 90.
- E. A doctor's note may be required after three (3) consecutive days of absence. In case of disability, a doctor's note will be required for absence in excess of a total of ten (10) working days per each disability.
- F. A PSM may use one sick day per year as a family activity leave day with the following guidelines: 1. The PSM must provide a written rationale. Substantiation may be requested by the Director or Supervisor. 2. All personal leave days must first be exhausted.
- G. A professional staff member who had been an employee of VBISD for a minimum of ten (10) years and who qualifies for retirement allowances from Michigan Public School's Retirement Fund and is an employee of the VBISD at the time of retirement will qualify for payment of unused sick leave at the rate of 55% of the amount of the current substitute pay for each unused day.
- H. If a professional staff member accumulates more than 70 days of unused sick leave and has not missed more than five (5) days of sick time in the last 12 months from date of resignation (termination is not allowed this payment) then payment of \$20 per day will be made. (For retirement with over ten (10) years of service, please see section G above.)

- I. PSMs working regular contracts which exceed 187 days will be allowed to utilize sick/business days at any time during their contract. PSMs on extended contracts in excess of 187 days and less than 211 days may only utilize sick days during the extended contract period equal to 150% of the days earned during the extended contract period.

ARTICLE IX

LEAVES OF ABSENCE

- A. The Board may grant educational or other leaves without pay, requested by the PSMs. It is understood that when such a leave is granted, the PSM will be returned to full employment at the end of the leave, provided a vacancy exists. If a vacancy does not exist at that time, the PSM shall be given the first vacancy for which the PSM is certified. The Board may grant such leave with a guarantee of full employment upon return from such leave.

B. **UNPAID LEAVES BEYOND SICK DAYS**

The Board may grant up to one (1) year of unpaid sick leave, upon request, for the PSMs who use all of their sick days. The leave may be extended by mutual agreement.

C. **LEAVE BANK**

The purpose of the Leave Bank is to provide additional sick days to members who have exhausted all paid leave and need additional days due to a serious illness or injury for the member or his/her immediate family. A serious illness or injury is defined as one that is a life-threatening, chronic or incapacitating/debilitating physical or mental condition necessitating continuing treatment by a health care provider. Pregnancy, unless accompanied by medical complications of the employee, will NOT be covered by the bank. Rare complications arising from childbirth will be considered on an individual basis, provided the recovery period requires longer than six weeks.

The sick leave bank will be replenished to 130 days at the beginning of each school year from the available "give back days" (days that would otherwise be lost due to the sick day accumulation limit). If there are not enough days available at the beginning of the school year, each PSM will contribute additional hours as needed to the bank.

In the event that the Leave Bank should become totally depleted before May 1st, each PSM will be charged 1 hour of sick leave (if available) and those hours will be deposited into the Leave Bank. This may occur only one time per contract year.

In order for a PSM to use days from the leave bank, he or she must do the following:

1. Exhaust all available sick days and personal days.
2. Submit a written request stating the reason for consideration for use of the leave bank for medical, psychological, or other family crises.
3. Submit a letter from a substantiating doctor or other qualified medical professional.
4. The request should specify whether the PSM needs leave days and/or fringe benefit day's considerations. This request should be

sent both to the business manager and current VBIEA president. Within five days or less from receiving the request, a committee consisting of two (2) PSMs appointed by the VBIEA and two (2) VBISD administrators will meet and determine by a majority vote whether the request will be granted, modified or denied.

There are two (2) benefits, which PSMs may request:

1. Fringe Benefit days (days for which the PSM is requesting continuation of fringe benefits and when salary is not being paid) - a PSM may request up to 90 fringe benefit days.
2. A PSM may request up to the number of days needed to qualify for LTD if it is a PSM's medical problem. If not a PSM's medical problem they may request up to two (2) months leave.

The use of leave bank days may be allowed for the immediate family as defined in the Master Agreement.

The minimum number of days which may be requested from the leave bank by an individual for any specific occasion will be ten (10). Exceptions to the minimum number may be made at the discretion of the committee.

The VBIEA/VBCEA/MEA will hold the Van Buren Intermediate Board of Education harmless for any and all legal challenges to the leave bank as established.

ARTICLE X

FUNERAL LEAVE

Funeral leave shall be granted with pay for an employee for a period not to exceed five (5) working days for each death to attend the funeral of the employee's immediate family. Immediate family may include spouse, father, stepfather, mother, stepmother, brother, sister, children, stepchildren. Funeral leave shall be granted with pay for an employee for a period not to exceed four (4) working days with the ability to use one (1) sick day for each death to attend the funeral of an employee's brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

Other deaths – Each employee shall be granted one (1) working day per **occurrence** to attend the funeral of **other family members not included in immediate previous paragraph**. **Each employee will be granted one (1) working day per year to attend the funeral of non-family members.**

Student death – Staff who worked with the student directly, shall be granted up to one (1) working day per occurrence to attend the funeral of a student at the discretion of the supervisor.

ARTICLE XI

PERSONAL LEAVE AND JURY DUTY

A. PERSONAL LEAVE

Two days per year may be used by all PSMs for an activity that requires the PSM's presence during working hours and is of such a nature that it cannot be attended to at a time outside of working hours. A request through the District's time and attendance system must be submitted at least one week in advance. In the event of an acute emergency, a shorter notice in the time and attendance system may be acceptable. A comment of reason must accompany the request in time and attendance system if the personal day is to be used at the start or end of a vacation/holiday. Requests to use accumulated personal days in excess of two (2) in any given year will require written justification.

Unused personal days remaining at the end of the school year will be retained for the following year up to a maximum accumulation of four (4) personal days. Any excess personal days over four (4) days will be converted to sick days and added to the accumulated total of sick days for the employee.

When a personal day is requested on the first day of deer hunting season (bow and arrow or guns) the administration may request a written statement of reason why the personal day is being requested.

This Agreement does not establish a precedent relative to future limitations on the request for/use of personal days.

B. JURY DUTY

Required jury duty by the PSM will be excused; however, the Board of Education shall pay only the amount of salary that is equal to the difference between the regular PSM's salary and the salary for the jury service.

C. SUBPOENAED COURT APPEARANCE

PSMs required to make appearances in court on behalf of citizens, other than members of their families, will be excused and paid the difference between their regular pay and what they receive in subpoena fees (excluding mileage reimbursement), with the following stipulations:

1. The subpoena directing their court appearance must be presented to their supervisor with the request for time off as soon as possible after being served.
2. Subpoenas requiring court appearances for the purpose of serving as a character witness in civil disputes will not qualify under this Article.
3. Subpoenas requiring court appearance on matters relating to the Association will not qualify under this Article.

ARTICLE XII

MATERNITY/PATERNITY LEAVE

- A. The Board shall grant to any PSM a leave of absence for the purpose of childbirth. Such leave shall commence when the PSM is no longer able to adequately perform the duties to which she is regularly placed and shall last after the termination of the pregnancy until such time as, in the opinion of her physician, she is able to adequately assume the duties to which she is regularly placed.
- B. Maternity/Paternity leave shall not exceed one calendar year beyond termination of Pregnancy; the duration of leave to be agreed upon between the PSM and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The PSM shall be entitled to return any time during the period of leave upon the consent of the Board of Education. The PSM upon termination of leave shall be placed to the same or similar position.
- C. A PSM adopting a child shall receive leave mutually agreed upon which shall commence upon the placement of the child in the adoptive parents home. Such leave shall be limited to a maximum of one year; the duration of leave to be agreed upon between the PSM and the Superintendent at the time of the request. Further extensions may be granted at the will of the Board. The PSM shall be entitled to return anytime during the period of leave upon the consent of the Board of Education. The PSM, upon termination of leave, shall be placed to the same or similar position.

ARTICLE XIII

CONFERENCES

- A. Attendance by professional staff members at conferences is subject to the approval of the administration.
- B. Requests for approval to attend national conferences should be submitted thirty-one (31) days in advance of such conferences.
- C. The Board will pay all reasonable expenses incurred in registration, food, lodging, parking and travel resulting from attendance at such conference up to a maximum which will be established with the administration prior to attendance.
- D. Time off allowance for national conferences is to be no more than five (5) school days and no more than one (1) national conference will be allowed per year for any one professional staff member.

ARTICLE XIV

EDUCATIONAL LEAVE

The Board may grant, upon a PSM's request, up to one (1) semester educational leave, without pay, for each eight (8) semester hours of credit that would be required for a PSM to remain certified because of new State requirements.

ARTICLE XV

ASSOCIATION RELEASE DAYS

- A. Upon appropriate notification including approval by an Association officer from the VBCEA/VBIEA, a total of up to nine (9) Association release days per contract year shall be granted for the purpose of a PSM participating in a bona fide Association business. No PSM will be allowed to use more than six (6) Association release days per year.
- B. If a substitute is required for a PSM to utilize a release day, under this Article, the Association shall remit to the Board an amount equal to the daily substitute rate of pay for each Association release day that is utilized.

ARTICLE XVI

COMMITTEES

- A. Special Committees

Special Committees may be established by the Superintendent at the request of the administration or staff from time to time for the study and exploration of specific topics. Recommendations from these committees may be taken to the VBISD Board and VBIEA for approval.

- B. Communications Committee

A standing Communications Committee is recognized by the Administration and the VBIEA. The membership includes the Superintendent and VBIEA President. Others may be assigned by the Superintendent and VBIEA based on the issues addressed. Exploration of an issue by the committee does not preclude grievance of the issue if a mutually agreeable solution cannot be reached.

ARTICLE XVII

MILEAGE

Mileage reimbursement for personnel working for the VBISD will be based upon the following principles:

1. Base Mileage

Base mileage is miles traveled from home to first school or business and from last school or business to home, which is in excess of the miles traveled to and from the VBISD office.

Base mileage formula: Base mileage is calculated one way at the beginning of the day and at the end of the day, using the following formula:

Beginning of the day (home to first stop) – (home to office).

Ending of the day (last stop to home) – (home to office).

Persons employed subsequent to July 1, 1984 will calculate base mileage under the following stipulation:

Personnel employed to serve an individual school are expected to travel to the location they are employed to serve at no cost to the district. Travel in excess of home to assigned school will be reimbursed as in-service mileage.

Personnel newly employed who cannot be provided an individual school assignment at the time of employment will utilize the VBISD offices as their normal assignment and will calculate base mileage accordingly.

Personnel subsequently transferred from their original assignment will calculate base mileage as in first paragraph of Article XVII (1) above.

2. In-service Mileage

In-service mileage is miles traveled from the initial school or business to the last school or business.

In-service mileage calculations: In-service mileage is calculated from the first school or business stop to the last school or business stop.

Mileage will be reimbursed at approved rate of the IRS for each year of the current contract.

ARTICLE XVIII

GRIEVANCE PROCEDURES

- A. A grievance shall be defined as a violation, misinterpretation, or misapplication of any provision of this written Agreement and any such claim may be processed through this grievance procedure.
- B. In the event a PSM believes a grievance, as above defined, exists, the PSM may use the following procedure.

Step 1: The PSM shall first discuss the alleged grievance with the immediate supervisor, either personally or accompanied by the Association Representative. Discussion shall take place within fourteen (14) calendar days following the alleged violation or within fourteen (14) calendar days following the time the PSM could have reasonably discovered the alleged violation.

Step 2: If Step 1 fails to resolve the alleged grievance, the PSM, either personally or accompanied by an Association Representative, shall discuss the alleged grievance with the PSM's Director. Discussion with the Director shall take place within seven (7) calendar days following the date of the discussion with the Immediate Supervisor as specified in Step 1. No individual grievance may be processed beyond Step 2.

Step 3: If Step 2 fails to resolve the alleged grievance, the Association may reduce the alleged grievance in writing and file it with the PSM's Director. The written grievance must be filed with the Director no later than seven (7) calendar days following the date of the verbal discussion with the Director as specified in Step 2.

The Director shall, within seven (7) calendar days of receipt of the written grievance, meet with the Association in an attempt to resolve the issue.

The Director shall respond, on the grievance form, within seven (7) calendar days of the meeting with the Association.

Step 4: If the Association is not satisfied with the Director's response, or the Director fails to respond, the Association may within seven (7) calendar days of the date the Director's response is due, transmit the written grievance to the Superintendent.

Within seven (7) calendar days of receipt of the grievance, the Superintendent, or his/her designee(s), shall meet with the Association in an attempt to resolve the issue.

The Superintendent, or his/her designee(s), shall respond, on the grievance form, within seven (7) calendar days of the date the meeting was held with the Association.

Step 5: If the Association is not satisfied with the response of the grievance at Step 4, or no response is received, the Association may transmit the grievance to the designated representative of the Board. Such appeal shall take place within seven (7) calendar days of the date the Superintendent's response at Step 4 was due.

The Board, or its designated representative(s), shall meet with the Association no later than the next regularly scheduled Board meeting, or fourteen (14) calendar days from the date the grievance was filed with the Board's designated representative, whichever is later.

The Board, or their designated representative(s) shall respond to the grievance in writing within seven (7) calendar days from the date the meeting was held.

Step 6: If the Association is not satisfied with the Board's response at Step 5, the Association may submit the grievance to the American Arbitration Association in accordance with the AAA rules which shall likewise govern the Arbitration proceeding. Appeal to the American Arbitration Association shall take place within fourteen (14) calendar days from the date of receipt of the Board's Step 5 response to the grievance. The Association shall send the Board a copy of their request for Arbitration at the same time it is sent to the American Arbitration Association.

C. Rules Governing Arbitration:

1. The Board and the Association shall not be permitted to assert into such arbitration proceeding any ground, or to rely on any evidence, not previously disclosed to the other party.
2. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement.
3. Both parties agree to be bound by the award of the arbitrator and that judgment thereon may be entered in any court of competent jurisdiction unless appealed within twenty (20) working days after receipt of the decision and award.
4. The fees and expenses of the arbitrator shall be shared equally by the parties.
5. Only one (1) grievance may be submitted to be heard by any one arbitrator, unless otherwise mutually agreed to in writing by the parties hereto.

D. Time Limits

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, the Board shall use its best efforts to process such grievance prior to the end of the school year or as soon thereafter as possible.

- E. Any grievance arising prior to the expiration of this Agreement may be processed through the above grievance procedure until resolution.

ARTICLE XIX

JUST CAUSE

- A. Non-Teaching Professional Staff Members (NTPSM), PSMs covered by the Tenure Act and PSMs not covered by the Tenure Act shall receive equal consideration to the extent specified below:
1. The probation period for NTPSM shall be four (4) years beginning with their date of hire and ending when they have been actively employed for four (4) years. Summer breaks and normal school breaks shall be considered “Actively employed”, as will time away from the District, provided the time is paid (such as sick leave, personal business days, etc.).
 2. The probation period for Teachers shall be five (5) years beginning with their date of hire and ending when they have been actively employed for five (5) years. Summer breaks and normal school breaks shall be considered “Actively employed”, as will time away from the District, provided the time is paid (such as sick leave, personal business days, etc.).
- B. No NTPSM shall be disciplined or discharged without Just Cause. Discipline shall mean written statements of reprimand which shall become part of the PSM’s personnel file and/or time off from work given as a disciplinary measure.
- C. The following matters shall not be subject to the Grievance Procedure:
1. The discharge of a probationary PSM.
 2. Any matter from which a PSM has recourse through the Tenure Commission, State and/or Federal Civil Rights Acts and Veterans Preference Act, it being the intention of the parties that a grievant shall have one (1) remedy only.
 3. Adverse evaluations – however, disciplinary action taken as a result of evaluations is grievable, subject to the restrictions specified in #1 through #2 above.

ARTICLE XX

INSURANCE

A. The Van Buren ISD has adopted a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code.

B. Effective for the **2019-20 and 2020-2021** school years, the Board of Education shall provide MESSA PAK insurance (medical, dental, vision, life, LTD) protection as follows:

The Board of Education will contribute 100% of the total premium cost for MESSA PAK dental, vision, life, and LTD insurance.

The Board will contribute the maximum allowable hard cap amount in accordance with 2011 PA 152 and 2013 PA 270 (MCL 15.561-15.569) effective January 1st of each year. All employees can choose from the four (4) MESSA PAK Plans as presented in the Schedule of Insurance Plans. For all plans, any excess premium plus additional fees / taxes will be paid by the employee.

C. PSMs hired prior to December 30, 2015 not electing health insurance coverage may elect to receive a cash option equal to \$380.00 monthly. PSMs hired after January 1, 2016 not electing health insurance coverage may elect to receive a cash option equal to \$266.67 monthly. Staff members eligible for cash in lieu of health insurance, may be required to certify and show evidence of other health insurance coverage for District compliance with the Affordable Care Act. The Board of Education and the Association shall carefully scrutinize all fringe benefits paid, or partially paid by the Board to assure that the tax-exempt status of these benefits is protected.

D. PART-TIME BENEFITS

A part-time PSM is described as a PSM working less than thirty-six and one-quarter (36.25) hours per week. Part-time PSMs working at least 21.75 hours per week shall be entitled to a prorated fringe benefit program. A Letter of Understanding may be used under special circumstances.

Part-time PSMs who choose various fringe benefits will pay the difference through payroll deduction between the amount the Board pays and the total. The amount of health insurance coverage (Single, S & S, FF) selected by the PSM and other PAK benefits he/she chooses.

E. All health and Dental Insurance shall be subject to the rules and policies of the carrier.

F. LONG TERM DISABILITY

The Board shall provide Long Term Disability Insurance (included in the MESSA PAK). Benefits shall be paid at 66 2/3% of salary up to a monthly maximum of \$5,000 and shall begin after the later of, (1) exhaustion of the PSM's accumulated sick leave, or (2) expiration of 90 calendar days of disability accumulation in any twelve (12) consecutive months. (Only the last three days of the waiting period need be consecutive for the same condition).

SCHEDULE OF INSURANCE PLANS

	PAK A (MESSA ABC Plan 1)	PAK C Essentials	PAK D (MESSA Choices)	PAK E (MESSA ABC Plan 1)	PAK B
Medical					
OL/OV/UC/ER Copay	No Copay	\$10/\$25/\$50/\$50/\$200	\$20/\$20/\$20/\$25/\$50	No Copay	
Rx Drug Copay	ABCmail	EBM Mail	Saver Rx mail	ABC mail	
Co-insurance	10%	20%	0%	0%	
Deductible	\$1,350/\$2,700	\$375/\$750	\$500/\$1000	\$1,350/\$2,700	
Riders Included	EA1	EA1	EA1	EA1	
Out of Pocket Max	\$3,350/\$6,700	\$7,900/\$15,800	\$2,500/\$5,000	\$2,350/\$4,700	
Dental	Delta Dental	Delta Dental	Delta Dental	Delta Dental	Delta Dental
Class I	80%	80%	80%	80%	80%
Class II	80%	80%	80%	80%	80%
Class III	80%	80%	80%	80%	80%
Annual Max	\$1,500	\$1,500	\$1,500	\$1,500	\$1,500
Class IV	80%	80%	80%	80%	80%
Lifetime Max	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200
Riders Included	2 cleanings Vision Service Plan 3	2 cleanings Vision Service Plan 3	2 cleanings Vision Service Plan 3	2 cleanings Vision Service Plan 3	2 cleanings Vision Service Plan 3
Vision	VSP 3	VSP 3	VSP 3	VSP 3	VSP 3
Life Insurance	MESSA	MESSA	MESSA	MESSA	MESSA
Life Insurance	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
AD & D Coverage	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000
Basic Term Life	\$5,000	\$5,000	\$5,000	\$5,000	NA
Long-Term Disability					
LTD Benefit	66 2/3% Max \$5,000	66 2/3% Max \$5,000	66 2/3% Max \$5,000	66 2/3% Max \$5,000	66 2/3% Max \$5,000
Waiting Period	90CDMF	90CDMF	90CDMF	90CDMF	90CDMF
Alcohol/Drug	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness
Mental/Nervous	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness	Same as any other illness
Soc Sec Offset	Primary	Primary	Primary	Primary	Primary
Pre-Exist Condition	Yes	Yes	Yes	Yes	Yes
COLA	No	No	No	No	No

ARTICLE XXI

MISCELLANEOUS

A. EMERGENCY MANAGER LANGUAGE

An emergency manager appointed under the Local Financial Stability and Choice Act is authorized to reject, modify, or terminate this Agreement as provided in the Local Financial Stability and Choice Act and School District Fiscal Accountability Act, 2012 Public Act 36.

B. MASTER AGREEMENT PRINTING AND DISTRIBUTION

Copies of this Master Agreement shall be printed at the expense of the Board and the Association equally shared within forty-five (45) days after the agreement is ratified by the Board and Association. Copies of the Master Agreement shall be distributed to all PSMs and to newly employed PSMs at the time of employment.

C. **PILOT PROGRAM 2019-2020 and 2020-2021 – SIGN ON BONUS**

Up to \$1,000 sign on bonus to be paid after 90 work days of employment determined by administration.

D. REIMBURSEMENT FOR PROFESSIONAL ORGANIZATION

A yearly total of One Hundred Dollars (\$100) will be reimbursed for required certificates, licenses, CEUs and memberships in professional organizations relating to the PSM's work assignment other than Association, VBIEA, VBCEA and MEA/NEA. PSMs with large fees may accumulate these monies for up to three (3) years.

E. PRORATED SALARY

The formula for determining the prorated salary for those PSMs who work less or more than a full year shall be as follows:

$$\frac{(\text{Annual Contract Salary})}{\text{Negotiated Annual Contract Days}} = \text{Daily Contractual Rate}$$

$$\frac{(\text{Daily Contract Rate}) \times \text{Number of Days Worked}}{\text{Prorated Annual Salary}} =$$

- F. The rate of pay for night school instructors covered by this agreement shall be increased annually by the average negotiated percentage applied to each step of the salary schedule and shall be computed as follows:

Hourly rate times a total number of hours to be determined by adding contact time plus providing preparation time on a ratio of 1 to 6 for each hour of contact time. No assignment shall have less than one (1) hour preparation time per day.

G. PARTICIPATION IN OUTSIDE ORGANIZATIONS

Voluntary participation in work related outside organizations, which will require time off from work to fulfill responsibilities to the organization, will require administration approval prior to application and/or acceptance.

H. LONGEVITY PAY

PSMs having credit for at least 15 years of service (defined as the end of the first year the PSM is on the 15th step of appropriate salary schedule and having at least eight (8) years of employment with the District) will annually receive a longevity payment equal to 2.75% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 20 years of service (defined as the end of the sixth year the PSM is on the 15th step of the appropriate salary schedule and having at least thirteen (13) years of employment with the district) the annual longevity payment will be increased to 3.75% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 25 years of service (defined as the end of the eleventh year the PSM is on the 15th step and having at least eighteen [18] years employment with the district), the annual longevity payment will be increased to 5.25% of the PSM's base salary. At the completion of the year in which the PSM receives credit for 30 years of service (defined as the end of the sixteenth year the PSM is on the 15th step and having at least twenty-three [23] years of employment with the district), the annual longevity payment will be increased to 5.75% of the PSM's base salary. These amounts will be paid to the PSM at the end of each qualifying year.

I. PSM REMUNERATION FOR SPONSORING STUDENT CLUBS OR ORGANIZATIONS

Student organizations are considered an important part of the curricula at the Van Buren Intermediate School District. The following organizations would be inclusive but not exclusive:

- National FFA Organization
- D.E.C.A.
- Business Professionals of America (B.P.A.)
- Skills USA
- Culinary Arts/ProStart
- FCCLA
- F.I.R.S.T. Robotics
- Michigan Industrial Arts Technical Education Society (M.I.T.E.S.)

Coordination of student organizations is recognized as a potential obligation and responsibility of the PSMs assigned to relevant areas. However, it is also recognized that various activities, mandated by organizations, fall at times independent of normally accepted contractual duties. Remuneration is for the actual event /competition date(s).

J. PSM REMUNERATION FOR REQUIRED PARTICIPATION IN WEEKEND STUDENT ACTIVITIES

PSMs will be paid their per diem rate as follows:

- 1) Vocational Education – Per diem rate for summer administratively approved obligations and weekend activities. (Weekend activities are defined as falling between 6:00 a.m. Saturday morning and 12:00 p.m. Sunday night.) Activities lasting up to four (4) hours on weekends or during the summer will be prorated as ½ day.
- 2) Special Education – Prorated remuneration for sponsoring student organizations or clubs when designated a part of the PSM job description. Per diem recommendations in Part I. 1.. would then apply. Activities lasting up to four (4) hours on weekends or during summer will be prorated as ½ day.
- 3) General Education – On occasion, student competitions, forums, etc. are scheduled on weekends due to the extensive nature of the activity and the need to have available professional staff members for supervision and coordination. PSMs required to perform services of this nature on the weekend will receive remuneration at their regular per diem rate. This provision does not apply to voluntary activities nor to activities where work schedule changes are made to offset weekend participation. Activities lasting up to (4) hours on weekends or during summer will be prorated as ½ day.

K. PSMs ON 21-PAY PLAN

PSMs on the 21-pay plan will receive their remaining salary on the payroll schedule date immediately following the last staff work day.

L. “GREAT JOB” FUND

A contribution of \$2500.00 will be made by the Board to a “Great Job” fund where monies will be disbursed up to \$500.00 per staff member, who significantly exceeds regular job duties. Criteria will be established by a committee representing PSMs and Administration. The final selection of the individuals receiving awards will be determined by the President of the Union, the Superintendent and the Board of Education President.

M. TRAINING STIPEND

PSM new to the system may be required to work up to two (2) additional days prior to the beginning of the contract year for purposes of orientation and training such as; PowerSchool, Medicaid billings, policies/procedures, 5-d, etc. may be paid \$100 daily stipend to be paid after 90 calendar days.

N. SAVINGS CLAUSE

If any article or section of this Agreement (or any supplement thereto) should become invalid by operation of law, or by order issued by any tribunal of competent jurisdiction, or if in compliance or enforcement of any article or section of this Agreement should be restrained by such tribunal, the remainder of this Agreement and supplement shall not be affected thereby. In the event, the parties shall enter into immediate negotiations, to the extent that the invalidated matter(s) are not prohibited or illegal subjects of bargaining, for the purpose of arriving at a mutually satisfactory replacement for such invalidated article or section, unless the law allows contract to remain intact until expiration of agreement.

O. MERIT PAY

Any PSM involved in instructional matters as defined by VBISD Administration requiring an annual evaluation will receive a stipend of \$10 with the rating of effective or highly effective. This amount will be paid after June 30th of each year.

ARTICLE XXII

SCHOOL YEAR CALENDAR

PERPETUAL CALENDAR GUIDELINES

1. School will begin for students as determined by the Board of Education.
2. Winter Recess will be scheduled based upon the following:
 - a. If Christmas and New Year's Day falls on a Friday, Saturday or Sunday, winter recess will begin the Monday preceding Christmas.
 - b. If Christmas and New Year's Day falls on a Monday through Thursday, winter recess will begin at the end of the school day the Friday preceding Christmas.
 - c. Length of the winter recess will be two weeks.
3. Spring recess will be scheduled based upon the following:

Spring recess will be the first week in April, Sunday being the first day of the week. In any year that Good Friday falls during that week, an additional vacation day will be scheduled for the following Monday.

The following calendars are tentative pending adoption by at least six (6) of the local School district within the VBISD.

4. VBISD Center Programs may set two (2) winter break days to fall between the winter and spring recess. These days will be used to make up Act of God days if needed. Decision to use one (1) or both of these days as Act of God makeup days will be made by February 15.

The Van Buren **Tech** will adopt a winter break schedule if six (6) or more L.E.A.s have the same winter break schedule as reflected in the county schedule.

2019-2020 Calendar

<u>First Staff Day</u>	<u>August 26, 2019</u>
<u>Labor Day</u>	<u>September 2, 2019</u>
<u>Thanksgiving Recess</u>	<u>November 28, 2019 – November 29, 2019</u>
<u>Winter Vacation</u>	<u>December 23, 2019 – January 3, 2020</u>
<u>Spring Vacation</u>	<u>April 6, 2020 – April 10, 2020</u>
<u>Good Friday</u>	<u>April 13, 2020</u>
<u>Memorial Day</u>	<u>May 25, 2020</u>

2020-2021 Calendar

<u>First Staff Day</u>	<u>August 31, 2020</u>
<u>Labor Day</u>	<u>September 7, 2020</u>
<u>Thanksgiving Recess</u>	<u>November 26, 2020 – November 27, 2020</u>
<u>Winter Vacation</u>	<u>December 21, 2020 – January 1, 2021</u>
<u>Good Friday</u>	<u>April 2, 2021</u>
<u>Spring Vacation</u>	<u>April 5, 2021 – April 9, 2021</u>
<u>Memorial Day</u>	<u>May 31, 2021</u>

5. Length of contract will be 187 days or additional days will vary depending on job description and placement. Two (2) of these days will be guaranteed funded in-service days (\$450), which may be served at any time within the contract year as per the Professional Development Requirements document on file with the District. State law requires that one of these days occur between June 30 of the current year and July 1 of the following year. If District Provided Professional Development (DPPD) doesn't meet individual disciplinary requirements, professional staff member will have access to additional \$100 for the 3rd day pending Director approval.

PSMs may use any portion of the yearly \$450 allocation and any additional carried over professional development monies during any given contract year. If a PSM had funds remaining in excess of \$150 at year's end, these funds may be carried over with their

supervisor's approval based on a specific plan. These funds may be carried over for up to two years with a maximum yearly availability of \$1,500. Notification of carryover must occur by June 1st of each year.

- a. Staff development may be credited to either the preceding year or the subsequent year when taken in the summer.
 - b. All in-service days to be credited to the current year must be completed one week (seven calendar days) prior to the beginning of the following school year. PSMs are responsible for submitting proposals for the appropriate use of these in-service days when they are scheduled outside of the normal work year. Approved in-service, for credit toward the 187 day contract, may include evenings, weekends and/or be during vacation breaks.
6. PSMs working in programs offered beyond the regular school year shall be given the first option to work in this program area. The PSMs in these program areas have until the third (3rd) Friday in December (before Winter Break) of the current school year, to notify their supervisor of their intent to continue to work during the full summer assignment. If the current PSM in the program area declines to work during the summer, the specific assignment shall be posted for five work days. The assignment shall be awarded to the most senior qualified bargaining unit member applicant. Non-unit individuals shall be assigned to summer work only when all qualified bargaining unit members have refused such work.

ARTICLE XXIII

PLACEMENT ON SALARY SCHEDULE

A. PREVIOUS EXPERIENCE

The Board may grant up to seven (7) years of experience on the salary schedule for prior professional experience. A year of experience is defined as a period of not less than ninety-one (91) working days during a fiscal year, July 1 through June 30. The Administration agrees to notify the Association President of the names of newly hired PSMs, the position each is placed on the salary schedule and the amount of previous professional experience held by that person.

B. PART YEAR CREDIT

PSMs shall be given one (1) year experience on the salary schedule if they are employed for at least ninety-one days during a school year under a regular contract.

C. APPROVAL OF CREDIT FOR SALARY SCHEDULE ADVANCEMENT

Credit will be honored at any time advancement on the salary schedule providing that:

1. Written notification of anticipated advancement is provided the director by July 1 of the previous school year except in the event of a break in continuous service.
2. Evidence is shown of earned credit based upon the following requirements:
 - a. To Masters Schedule. Completion of a Masters program at an accredited college or university.
 - b. To Masters + 15 Schedule. Accumulation of 15 semester hours graduate level courses subsequent to obtaining a Master's degree as determined by the awarding institution.
 - c. To Specialist/Masters + 30 Schedule.
 - Awarding of a specialists degree or MSW
 - Accumulation of 30 hours graduate level semester hours subsequent to obtaining a Master's degree
 - Awarding of a second Master's degree that requires at least 30 semester hours
 - Awarding of a 60 graduate level semester hour Master's degree
 - d. The Administration may seek an agreement from the Association to place a new employee on a higher salary schedule than their college/university transcript designates.
 - e. PSMs with a Master's Degree requiring more than 30 graduate level semester hours may request the opportunity to develop a plan that would allow them to be placed at the MA + 15 and/or MA + 30 salary schedule upon completion of a course of study mutually agreed upon by the administration. Such a course would include the additional hours required to reach the higher level(s).
 - f. Three term hours equal 2 semester hours.
 - g. Additional hours (i.e. MA+15 or MA+30) must relate to the position in which the PSM is employed or a position employed by the ISD and with the approval of the director. In instances where the relationship is questioned, the decision will be made by a majority vote of a committee composed of two representatives of the VBIEA and two administrators, one of whom is the PSM's director. The superintendent will decide all tie votes. All hours earned by PSMs who were employed as of June 8, 1990 will automatically be approved.
3. Pay will be adjusted upon approval of Steps 1 and 2 by the Director.

ARTICLE XXIV

EVALUATION

Only Applies To Non-Teaching Professional Staff Member

A. TIME LINE

Probationary NTPSMs shall be evaluated at least once each semester. Non-probationary professional staff members may be evaluated on a three (3) year schedule or as mutually agreed upon by the Administration and the Association. However, NTPSMs may request annual evaluations or, where deemed necessary, the Administration may require annual evaluation of non-probationary PSMs. Evaluations made in the first semester evaluation shall be made by January 30. Evaluations made in the second semester shall be made on or before May 31. However, no evaluation shall be made on a NTPSM employed by the VBISD less than twenty (20) work days. A written copy of the evaluation shall be kept by the Administration and a copy shall be given to the NTPSM within ten (10) work days. Evaluations shall be a minimum of twenty (20) work days apart.

B. PROCEDURES AND FORMS

The evaluation forms and procedures used in the respective departments during the 2012-2013 school year shall be continued unless changed by mutual agreement by the Administration and VBIEA.

Teaching PSM Only

Teaching PSMs shall only be evaluated per State guidelines and be completed and presented by last day of teaching.

ARTICLE XXV

REDUCTION IN PERSONNEL

- A. If the Board desires to reduce the number of PSMs, the following procedures shall be used:
1. Voluntary layoffs will be accepted by the Board provided there remain PSMs who are State certified to fill the available positions.
 2. If further reductions are made, NTPSMs shall be laid off according to seniority (least senior first), provided there remain NTPSMs who have State certifications, licenses, approvals, or authorizations, in the vacant positions.
- B. Seniority shall be defined as length of continuous service in the district. Seniority shall not accrue while the PSM is on an unpaid leave.
- C. In the circumstances of more than one (1) PSM beginning employment on the same date who is State certified in the same areas, the seniority date shall be the day the PSM signed the contract. In the circumstances of more than one (1) PSM signing their contract on the same day, all PSMs so affected will participate in a drawing to determine position on the seniority list within 30 days from the starting date.
- The Association and PSM(s) so affected will be notified in writing of the date, place and time of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected PSM(s) and Association Representatives to be in attendance.
- D. Any NTPSM on Layoff shall be recalled in inverse order of Layoff provided he/she is State certified for the vacancy. No new NTPSMs shall be employed by the Board while there are NTPSMs who were in the bargaining unit who are laid off, unless there are not laid off NTPSMs with proper State certification to fill any vacancy which may arise.
- E. The Board shall give written notice of recall from Layoff by sending a return receipt requested or certified letter to said NTPSM at his/her last known address. It shall be the responsibility of each NTPSM to notify the Board of any change of address. The NTPSM's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the NTPSM. NTPSMs shall forfeit their right to the position if they fail to notify the Board of their intent to accept or reject the terms of the recall notice within ten (10) days of the date the recall notice was mailed.
- F. NTPSMs shall retain their recall rights for three (3) years from the last day of work.
- G. In the event of a reduction of personnel, the affected teachers shall be given as much advance notice as possible, but not less than forty-five (45) days advance notice. It is agreed that said forty-five (45) days notice shall be sufficient if notified by the Administration of its intent to recommend the reduction to the Board. For personnel to be laid off at the end of the school year, the Board of Education will attempt to make the notification no later than May 1.

ARTICLE XXVI

TERMINATION OF EMPLOYMENT

- A. A PSM terminating employment with the Board will receive all remaining compensation that has been earned on the first pay date after the termination date, or if the termination occurs at the end of the school year, the total compensation will be paid on the last pay date in June.
- B. In cases where employment is terminated before the end of the contract period, the fringe benefit program furnished by the Board will terminate on the last day of the month in which the termination occurs. If the termination date is the end of the school year, the fringe benefit program will terminate on the last day of August.
- C. Upon retirement from the organization, the Board will pay only the health insurance premium for the last month in which the employee is still employed. (i.e. Staff member retires June 10th; Board will pay for full month of June.)

ARTICLE XXVII

CONTINUITY OF OPERATIONS

The Association and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Association, therefore, agrees that its officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify or condone, nor shall any teacher take part in any strike, slowdown or stoppage of work, boycott, picketing or other interruption of activities in the school system.

ARTICLE XXVIII

DURATION OF AGREEMENT

This Agreement shall be effective on September 1, 2019, and terminated on August 31, 2021. Either party may open this contract for modification through negotiations by notifying the other party at least forty-five (45) days prior to expiration.

VBCEA/VBIEA, MEA-NEA

VAN BUREN INTERMEDIATE
BOARD OF EDUCATION

Nancy A. VanHoewen 9-19-19
VBIEA Negotiations Chairperson Date

J. Sage 10-1-19
President Date

Nancy A. VanHoewen 9-19-19
VBIEA President Date

[Signature] 9-17-19
Superintendent Date

Barbara Matthew 9-17-19
Chief Negotiator Date

SALARY/PLACEMENT SCHEDULE

2019-2020

STEP	BA	MA	MA+15	SPECIALIST MA+30
1	\$36,777	\$39,314	\$40,711	\$42,505
2	\$38,658	\$41,729	\$43,138	\$44,929
3	\$40,535	\$44,152	\$45,550	\$47,167
4	\$42,411	\$46,555	\$47,962	\$49,768
5	\$44,294	\$48,983	\$50,386	\$52,190
6	\$46,174	\$51,404	\$52,799	\$54,600
7	\$48,050	\$53,824	\$55,222	\$57,016
8	\$49,932	\$56,233	\$57,636	\$59,438
9	\$51,812	\$58,663	\$60,060	\$61,860
10	\$53,686	\$61,080	\$62,483	\$64,279
11	\$55,565	\$63,499	\$64,900	\$66,696
12	\$57,447	\$65,918	\$67,312	\$69,112
13	\$59,321	\$68,332	\$69,734	\$71,524
14	\$60,363	\$69,532	\$70,957	\$72,781
15	\$61,757	\$71,137	\$72,595	\$74,462

(Off scale .25% stipend on step 15 of 2018-2019 salary schedule)

2020-2021

STEP	BA	MA	MA+15	SPECIALIST MA+30
1	\$36,961	\$39,511	\$40,915	\$42,718
2	\$38,851	\$41,938	\$43,354	\$45,154
3	\$40,738	\$44,373	\$45,778	\$47,403
4	\$42,623	\$46,788	\$48,202	\$50,017
5	\$44,515	\$49,228	\$50,638	\$52,451
6	\$46,405	\$51,661	\$53,063	\$54,873
7	\$48,290	\$54,093	\$55,498	\$57,301
8	\$50,182	\$56,514	\$57,924	\$59,735
9	\$52,071	\$58,956	\$60,360	\$62,169
10	\$53,954	\$61,385	\$62,795	\$64,600
11	\$55,843	\$63,816	\$65,225	\$67,029
12	\$57,734	\$66,248	\$67,649	\$69,458
13	\$59,618	\$68,674	\$70,083	\$71,882
14	\$60,665	\$69,880	\$71,312	\$73,145
15	\$62,529	\$72,026	\$73,502	\$75,393

(Off scale .25% stipend on step 15 of 2019-2020 salary schedule)

LETTER OF UNDERSTANDING

Between the

VAN BUREN INTERMEDIATE BOARD OF EDUCATION

And the

VBCEA/VAN BUREN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA

The following items are to go to committees to be made up of equal parts of Association and Board representatives to meet as soon as possible, with an initial meeting not later than October 1st, 2019. The parties agree that the following committees will continue to function until a mutually agreed upon resolution of the issue has been reached. A good faith effort will occur to reach a final tentative resolution by April 1st, 2021, so that applicable decisions may be implemented during the current contract year.

1. Planning Time:

The Planning Time Committee will continue to explore how to access/provide planning time for Special Education classroom teachers. This is a continuing Committee from previous LOU.

2. SCECH's Committee

The SCECH's Committee will explore the possible use of SCECH's for advancement on the Salary Schedule.

3. **Act of God Committee**

4. **Extra pay for Teachers or Ancillary for covering absent PSMs Committee**

5. **Career Camp Committee**

6. **Reviewing all LOUs**

7. **Alternative Compensation/Perks Committee**

8. **Review Leave Bank**

All committees will have equal representation and all recommendations will be presented to the Board and the Association for final approval.



VBISD Board of Education Representative

9-17-19

Date



VBIEA President

9-19-19

Date



VBIEA Chief Negotiator

9-19-19

Date

LETTER OF UNDERSTANDING

Between the

VAN BUREN INTERMEDIATE BOARD OF EDUCATION

And the

VBCEA/VAN BUREN INTERMEDIATE EDUCATION
ASSOCIATION, MEA/NEA

Stipend based on pre-approved student organization activities outside of the contracted school day (36.25 hours), but not including activities, events, or competitions already paid on the per diem rate scale in Article XXI section I.1 of the professional staff member contract. Hours must be documented and submitted to the Director/Administrator on the 1st of each month (or through an ongoing Google log) which includes the date, time, and content of the activities.

Level 1:	5-10 Hours	\$100
Level 2:	11-15 Hours	\$200
Level 3:	16-24 Hours	\$300
Level 4:	25+ Hours	\$500



VB/SE Board of Education Representative

9-17-19
Date



VBIEA President

9-19-19
Date



VBIEA Chief Negotiator

9-19-19
Date

ADDENDUM A

VAN BUREN TECH

SCHOOL IMPROVEMENT COMMITTEE STIPENDS

The **Van Buren Tech** has decided to implement the use of stipends for the participation in their School Improvement Committee for times that are during non-work hours as follows:

School Improvement Chair \$200

School Improvement Member \$100

School Improvement Sub-Committee Chair \$100 (Chair should be SIC member, not the SIC chair.)

School Improvement Sub-Committee Member \$50 (Limit on one sub-committee extra pay, if already a SIC member.)

ADDENDUM B

FLEX TIME PROCEDURES

Flex time defined: Pre-approved changes in regularly scheduled work hours.

Purpose: To accommodate students, schools, and those staff who require flexible hours due to their job responsibilities.

Flex Time may be accumulated in 30 minute increments for:

- Pre-approved parent-teacher conferences
- Pre-approved IEPs outside the regular work schedule
- Pre-approved other meetings
- Pre-approved tasks assigned by Supervisor and completed outside the regular work day
- Student emergencies or crises will be post-approved (usually automatic)
- Meetings that run beyond the end of the work day and were unanticipated will be considered for post-approval
- Exceptions to the above may be approved by Supervisor

Flex time may NOT be accumulated for:

- Service capture
- Report writing
- Social functions
- Any task or activity without pre-approval unless on the list above

Paperwork and Timelines

- The “Request/Approval of Flex Time” form for ancillary staff can be found on the shared drive in Google. Do NOT enter flex time into WorkForce.
- Flex time should be taken in a minimum of 15 minute increments.
- Staff may not carry a balance of more than three accumulated flex days.
- Staff must indicate on the Google doc when the earned time will be used.
- Factors that may impact the utilization of flex time include: disruption to student instruction/services/programming; job responsibilities; coverage for classroom and/or excessive absenteeism.
- Ancillary staff can use flex time to align with their local district calendars.

ADDENDUM C

PAYMENT FOR DUTIES BEYOND REGULAR JOB DESCRIPTION (SCHEDULE B PAYMENTS)

AREA #1: VBISD Stipend Levels for Mentors/Supervision

Note: these payments will be paid at the end of the year one payroll separated from Longevity Payments.

Level 1 - \$500 Stipend

Must document a minimum of 30 hours of meeting time annually. This time must be submitted to the direct supervisor of the mentored staff on the 1st of each month (or through an ongoing Google log which includes the date, time mentored, and content of the activities). Mentored staff may submit this time for professional development.

Level 2 - \$250 Stipend

Must document a minimum of 15 hours of meeting time annually. This time must be submitted to the direct supervisor of the mentored staff on the 1st of each month (or through an ongoing Google log which includes the date, time mentored, and content of the activities). Mentored staff may submit this time for professional development.

Level 3 - \$100 Stipend

Must document a minimum of 10 hours of meeting time annually. This time must be submitted to the direct supervisor of the mentored staff on the 1st of each month (or through an ongoing Google log which includes the date, time mentored, and content of the activities). Mentored staff may submit this time for professional development.

Medicaid Supervision - \$500 Stipend

Must complete the Medicaid Provider Manual requirements regarding supervision and submit documentation to the VBISD Medicaid Coordinator (Pam Manning).

AREA #2: Summer Compensation

Note: These payments will be made as a salary adjustment or extra duty pay as they occur. All pre-approvals for additional summer compensation beyond a regular contract need to be approved through the Director's office.

Stipend - \$100 per day

Classroom set up

PD preparation

Interviews at the request of the administration (not volunteer)

Summer projects such as aligning curriculum, etc.

Per Diem

Regular work tasks such as coming in for a meeting/IEP or teaching over the summer

PD presentations

Case by case requests approved through the Director