

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**VAN BUREN PUBLIC SCHOOLS
AND
VAN BUREN EDUCATION ASSOCIATION
2025-2028**

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This Agreement ratified on August 8, 2025, by the Van Buren Education Association, hereinafter called the “Union”, and July 28, 2025 by the Van Buren Board of Education, hereinafter called the “Board” shall continue through June 30, 2028.

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 1985-87 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

Section 1: Terms, Definitions, and Recognition.

- A. The Van Buren Board of Education shall hereinafter be called the "Employer" in this Agreement.
- B. The Van Buren Education Association-MEA/NEA shall hereinafter be called the "Union" in this Agreement.
- C. "Employee" or "Teacher" or "Member" 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.
- D. "Local Association" when used hereinafter shall refer to the Van Buren Education Association in this Agreement.

Section 2: Exclusivity:

The Employer agrees not to negotiate with or recognize for the purpose 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.

Section 3: Recognition:

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

all classroom teachers guidance counselors media specialists department heads psychologists vocational teachers social workers special education teachers speech, hearing, vision and orthopedic teachers or therapists resource room teachers teachers of the homebound/ hospitalized band director Title I/literacy teachers	GSRP Teachers Ancillary Certified Staff Instructional Coaches <i>but excluding:</i> athletic director day-to-day substitutes Title I/At-Risk supervisor vocational supervisor of special services central office administrators supervisory personnel
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Section 4: Substitutes:

A day-to-day substitute enters the bargaining unit after sixty (60) days in a continuous assignment, at which point they shall be considered a long-term substitute. All experience

(seniority, sick leave, fringes, and incremental credit advancement) shall begin to accrue only once the individual enters the bargaining unit.

Section 5: Newly Created Positions:

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.

Section 6: Coaches:

Instructional Coaches who previously were teachers in the district, shall remain with the bargaining unit and be classified as “on special assignment”.

Section 7: Retirees:

A "retiree" is an individual who has officially retired and receives a retirement benefit from the Michigan Public School Employees Retirement System (MPERS) or any other applicable public retirement system.

The District may hire a retiree as a temporary employee for a specific, limited duration as determined solely by the District based on operational needs. Such employment shall be formalized through a written agreement defining the assignment's start and end dates.

For the duration of the temporary employment contract, the retiree shall be granted recognition under the terms and conditions of this Collective Bargaining Agreement.

ARTICLE III: SCHOOL DISTRICT'S RIGHTS

Section 1: School District Rights:

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.

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

ARTICLE IV: STRIKE PROHIBITION

Section 1: Strikes:

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.

Section 2: Lockouts:

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

ARTICLE V: RIGHTS OF THE UNION**Section 1: Union Recognition:**

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.

Section 2: Non-Discrimination:

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.

Section 3: Michigan Employment Relations Commission:

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

Section 4: Communication:

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.

Section 5: Information Sharing / Other:

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.

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.

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

The union shall comply with all applicable law regarding appropriate payment of dues and fees.

Individuals who elect to become members of the Union shall not be disciplined, discharged, or otherwise discriminated against by the Employer for a failure to pay dues or fees.

Section 6: Agency Shop Provision:

A. Any bargaining unit member employed may elect to be or not to be a member of the Union.

B. Employees who elect not to become members of the Union shall not be disciplined, discharged, or otherwise discriminated against for their election.

C. Neither the Union, its members, Administration, or any employee will intimidate or coerce any employees with respect to their right to work or in respect to Union activity or membership. There shall be no solicitation of employees for Union membership or dues on school time. The Employer may take disciplinary action against employees who violate this provision.

In the event of any action brought against the Employer in a judicial or administrative proceeding because of its compliance with this article, including but not limited to, any action pursuant to Michigan's "Freedom to Work" legislation, MCL 423.209 and 423.210, the Union agrees to defend such action, at its own expense and through its own counsel. The Employer shall give timely notice of such action to the Union and permit the Union's intervention as a party. The Union shall protect, save harmless and indemnify the Employer from any and all court costs, claims, demands, suits, judgments, and other forms of liability* by reason of action taken by the Employer for the purpose of complying with this article of the agreement; subject to the following conditions: *(including, but not limited to, unemployment compensation and any liability arising pursuant to Michigan's "Freedom to Work" legislation, MCL 423.209 and 423.210.)

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

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.

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

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

The provisions of any state, federal, or local law or statute which provide that such an indemnification clause or release shall not extend to this Article, or to claims, demands, suits or other forms of actions which are unsuspected to exist at the time to the parties executing such an indemnification and release, are hereby expressly waived by the Association and the employees covered by this Agreement.

Section 7: Dues Collection:

Notwithstanding any other provision of this Agreement, in the event that Michigan law prohibits the employer from assisting in collecting dues or service fees from wages, then the law will supersede any and all provisions to the contrary and collection of dues or service fees shall be within the exclusive province of the Association without any further obligation/liabilities attributable to the employer. The hold harmless provisions of Section 6 are hereby specifically incorporated into this Section.

Section 8: Union Business Process:

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 inter school visitation with the permission of the administrator.

Section 9: Agendas:

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

Section 10: Union Business Days:

The Union may use fifteen (15) days for conducting Union business per school year at no cost to the Union. In collective bargaining years, bargaining dates shall alternate between school hours and non-school hours. When bargaining occurs on school hours, the hours utilized by bargaining team members shall be charged alternately between "Union Release" days and "District Initiated" days.. The Union will pay one-half (1/2) of the cost of any substitutes used. Provided:

- A. No more than six (6) teachers shall be released for Union business on any one day. Days are restricted in the same manner as personal business days.
- B. Union Release Days must be submitted and approved in advance by Human Resources.
- C. If the President is a High School Teacher, The President shall be granted 2 hours of Special Assignment release time per day mutually agreed upon by the District and the Union by the first of August of each school year. If the President is a Middle or Elementary Teacher, the teacher will receive no Special Assignment release time, but shall receive payment of two additional hours of compensation, calculated as an additional $\frac{1}{3}$ of their current year's salary, each year of the President's term.
- D. VBEA agrees to pay the cost of the one (1) hour of the president's salary and the entire MPERS portion of both hours each year of the President's term.

Section 11: Committees:

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.

Section 12: MEA/NEA Meetings:

Any member elected to the MEA or NEA Board of Directors and/or any other MEA or NEA authorized committee shall be released from his/her regular duties without loss of pay for attending state or national meetings and/or conferences provided the days are pre-approved by the Superintendent or his/her designee and the VBEA President. The District shall directly bill

the MEA for these days. The Union agrees to pay the substitute rate for each day used for this purpose if not paid by the MEA.

ARTICLE VI: PROFESSIONAL COMPENSATION

The Salary Schedule will be found as Schedule A at the end of this document.

Section 1: Compensation for the July 1, 2025 - June 30, 2028:

A. Effective July 1, 2025 All VBEA members eligible for Step movement shall advance one (1) step in the salary scale in each year of the contract.

B. Effective July 1, 2025, the following wage scale increases shall take effect:

2025-2026

- a. BA Lane: Steps 1 through 15 of the BA Lane shall increase by \$2,400. Step 16 of the BA Lane shall increase by \$4,700
- b. MA Lane: Steps 1 through 15 of the MA Lane shall increase by \$2,200. Step 16 of the MA Lane shall increase by \$4,700
- c. MA30 Lane: Steps 1 through 15 of the MA30 Lane shall increase by \$2,050. Step 16 of the MA30 Lane shall increase by \$4,700
- d. 2MA Lane: Steps 1 through 15 of the 2MA Lane shall increase by \$2,000. Step 16 of the 2MA Lane shall increase by \$4,700

C. Effective July 1, 2026, the following wage scale increases shall take effect:

2026-2027

- a. BA Lane: Steps 1 through 15 of the BA Lane shall increase by \$300. Step 16 of the BA Lane shall increase by \$2,500
- b. MA Lane: Steps 1 through 15 of the MA Lane shall increase by \$300. Step 16 of the MA Lane shall increase by \$2,500
- c. MA30 Lane: Steps 1 through 15 of the MA30 Lane shall increase by \$300. Step 16 of the MA30 Lane shall increase by \$2,500
- d. 2MA Lane: Steps 1 through 15 of the 2MA Lane shall increase by \$300. Step 16 of the 2MA Lane shall increase by \$2,500

2027-2028

- a. All Steps in all lanes shall increase by \$1800.

D. GSRP salary shall be ninety percent (90%) of the Schedule A Teacher Salary Step, Steps One (1) through ten (10) only.

Section 2: Contract Expiration:

In the event that the contract expires and there is no agreement, annual increases in healthcare shall be shared as described in the current CBA between the District and the employee.

Section 3: Pay Increases:

All pay increases will take place on a fiscal year basis beginning September 1 of each school year.

Section 4: Longevity:

Longevity Pay shall be implemented on an annual basis using the following system:

14-19 Years of Service to VBPS	\$1500
20-25 Years of Service to VBPS	\$1900
26+ Years of Service to VBPS	\$2300

Continuous years of service to VBPS as of September 30 of each year. Longevity payments will be made on the first pay of December annually.

Section 5: Salary Scale:

Salary Schedule will include four scales:

[BA] Bachelor's Degree
[MA] Master's Degree
[MA + 30] Master's Degree plus 30 graduate semester hours
[2 MA] 2 Master Degrees

Section 6: Salary Lane Changes:

All degrees must be approved upon hire. Beginning July 1, 2025, all members intending to register for new courses or a new degree program must receive prior written approval from the district's Human Resources office for these courses or degrees to apply to a Lane change. These courses or degrees must be in an approved educational area of study. Salary lane changes 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 preceding 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. Compensation for a new degree will be prorated 50% for the balance of the school year. Compensation will not be in a lump sum, but will be spread over the remaining pay days for that school year.

Section 7: Requests:

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

Section 8: Additional Hours Past Degree:

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

Master's Degree to qualify for Scale MA. Graduate hours earned for the first M.A. cannot be applied for the purpose of meeting the 30 hour requirements for Scale-MA + 30.

Commencing September 1, 2000, employees having completed a second Master's degree must have at least 24 graduate hours of unduplicated course work.

School Psychologists, Social Workers, Speech Pathologists, Occupational Therapists, and Physical Therapists who have a master's degree and at least a preliminary license shall be placed on the 2 MA Salary Scale regardless of the number of hours required to complete the program.

Any employee with a sixty-credit Master's Degree OR an employee who is a school counselor shall be placed on the MA+30 salary scale.

Section 9: Continuing Education Units:

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.

Section 10: 30-Hour Master's Degrees:

An employee who has earned two 30-hour Master's Degrees, Specialist or Doctorate Degree, consisting of unduplicated course work shall move to the [2 MA] scale.

Section 11: Alternate Certification:

The ARC Program is a five-year, district-supported pathway for individuals who have not completed a traditional teacher preparation program but possess strong content knowledge and a passion for education. Participants gain real-world classroom experience while working toward Michigan Teacher Certification, supported through mentoring, coaching, and professional development.

Application & Human Resources Pre-Approval Required

Candidates must apply and receive written approval from VBPS Human Resources before entering the ARC Program. Submit the following documentation:

1. Name and contact info of certification institution
2. Certification subject area and grade levels
3. Program start and expected completion date
4. Interim certification date (if applicable)
5. Proof of program enrollment, including:
 - Admission/registration letter

- MTTC test results
- Transcripts
- Plan of work
- Proof of tuition payment or paid course receipt

Flexibility

- ARC participants are not included in building FTE allocations for years **one through three** but are considered “extra” staff and may be reassigned as needed
- In years **four through five**, upon being placed in an open teaching position (not an extra position), the teacher will count toward the building FTE Staffing
- Placements support certification pathway and district priorities

Tuition Reimbursement & Employment Commitment

- New hires working toward alternative certification will be reimbursed 100% of tuition costs for successful completion of approved certification program courses.
- Staff must commit to working for VBPS for five (5) years after attaining full certification.
- If staff leave the district before completing the five-year commitment, they must repay the total tuition reimbursement.
- Tuition reimbursement will be paid by the next payroll period after submission of a request with proof of successful course completion and a paid receipt.
- Continued employment is contingent upon making satisfactory progress toward interim certification and adhering to the terms of the employment contract.

Program Structure, Salary & Benefits

The following language covers employees hired for the 2025-2026 school year and beyond

* Seniority rights begin when the educator completes year three.

** Full benefits as outlined in the VBEA CBA begin immediately upon acceptance in the Program

Year	Status	Salary	Details
1	Pre-Student / Student Teaching	75% BA Step 1 without interim certification 80% BA Step 1 with interim certification	Not a teacher of record Less than half-time instruction This phase includes classroom observation, co-teaching, and gradually assuming instructional responsibility. The focus is on building instructional practice with regular coaching and support. Master Mentor Teacher assigned
2	Partial Teaching	75% BA Step 1 without interim certification 80% BA Step 1 with interim certification	Secondary: 1–3 hours teacher of record classes, K-6: Co-teaching model equivalent to half-time teaching load Master Mentor Teacher assigned *Must obtain an interim certificate by the end of the second year to remain in the program and be employed by the district
3	Full Teaching	85% BA Step 1	Full load teacher of record classes
4	Full Teaching	90% BA Step 1	Full load teacher of record classes
5	Full Teaching	95% BA Step 1	Full load teacher of record classes
Professional Certification	Full MDE Certification	100% Salary Schedule Step 3 at lane appropriate level (BA, MA, MA+30, (MA/PHD)	Transitions to full pay and seniority upon Standard or Professional Certification

Application for VBPS Alternative Route to Certification (ARC) Program Appendix

Section 12: Salary Step Advancement:

- A. Bargaining unit members, regardless of time worked during the year, shall advance to the next incremental step outlined in Salary Schedule A at the beginning of the following contract year. Lane Advancement shall only occur at the beginning of each Semester.
- B. Advancement level shall only be credited at the beginning of each school year. Lane advancement shall only be granted at the beginning of each semester.
- C. All bargaining unit members, regardless of time worked during the year, will be granted advancement level(s) when advancement(s) level is given to the unit.

Section 13: Credit for Previous Experience:

- A. A teacher may be given one (1) year's credit for every 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 up to the top step of the salary schedule.
- B. The district may offer new hires in positions that the district has identified as critical shortage areas an "employment incentive". This "incentive" combined with the starting salary may not exceed the amount dictated in Level 8 of the salary schedule in any one year unless mutually agreed upon by the district and the VBEA President. Employees hired using this mechanism who decide to leave the district during the school year, will be required to pay the "employee incentive" back to the district.

Section 15: Health Insurance/Ancillary Benefits:

- A. Bargaining Unit Members will receive Health and Ancillary Benefits as defined under Appendix A at the end of this document.
- B. The parties will cooperate in finding the most economical way of providing the benefits specified in the contract.
- C. CLARIFICATION OF NO DOUBLE COVERAGE HEALTH INSURANCE
No teacher, nor their dependents, 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 or meets any of the other exceptions specified elsewhere in this contract.
- D. The employee and his/her spouse may carry separate hospital-medical insurance policies, provided that no dual insurance coverage shall ensue from such insurance for the employee, his/her spouse, and any members of his/her family including children.
- E. The employee may select single subscriber hospital-medical insurance coverage, paid by the Board, with the spouse electing single subscriber coverage from his/her employer in instances of the family unit with no children or dependents. This does not apply to a husband and a wife within Van Buren Public Schools.
- F. The employee may select single subscriber hospital-medical insurance coverage paid by the board, if the spouse covers himself/herself and a dependent child (two-person coverage) under another employer's hospital-medical insurance program in the instances of a husband-wife-dependent family unit.
- G. The employee may select single subscriber hospital-medical insurance coverage paid by the board, if the his/her spouse covers himself/herself and two or more dependents under his/her employer's hospital-medical insurance program in the instances of a husband-wife-two or more dependent family unit.
- H. The employee may select two-person hospital-medical insurance coverage paid by the board covering the employee and dependent in instances of an

employee-spouse-dependent family unit, if the spouse selects single subscriber hospital-medical insurance coverage paid for by another employer.

- I. The employee may select full family hospital-medical insurance coverage paid for by the Board in instances of an employee-spouse-two or more dependent family unit, if the spouse is covered as a single subscriber under an employer paid hospital-medical insurance program.
- J. The following shall not be considered an employer paid hospital-medical insurance plan for purposes of no dual coverage.
- K. If the individual is covered by a corporate plan which becomes insolvent, the employee is eligible for coverage.
- L. Hospital-medical insurance coverage provided by another employer, but whose premiums are paid by the employee's spouse in the amount of 50%.
- M. Hospital-medical coverage dictated by legal decrees, such as divorce decrees, which require that the dependent's hospital-medical insurance be provided by the employee and/or his/her spouse resulting in dual insurance coverage.
- N. Health Insurance may be dropped by the employee at any time during the insurance period with proof that the employee is being covered on another health plan.
- O. Teachers who have completed the school year and resign will continue receiving benefit coverage through August 31st. The resigned teacher will be responsible for 20% of the July and August Premium. The 20% due the district will be payroll deducted for teachers over July and August pay periods.
- P. The district shall offer a Short Term Disability through a carrier of the district's choice for purchase by members if they so desire.

Section 16: Athletic Coaching Schedule:

Will be referred to as Schedule B and found at the end of this document.

Section 17: Extra Curricular Pay Schedule:

Will be referred to as Schedule C and found at the end of this document.

Section 18: Extra Pay and Compensation:

High School Counselor Dept. Chair	15 days
High School Counselors	10 days
Middle School Counselors	5 days

High School Media Center	5 days
Middle School Media Center	5 days
Elementary/Intermediate Media Center	3 days
Co-op Coordinator	8 days
High School Special Education Coordinator	7 days + \$4,000
District Gifted & Talented Coordinator	\$3500

*Additional days will be worked prior to, during, or at the conclusion of, the teacher work-year.

Section 19: Extra-Curricular Pay:

All employees who participate in administrative-approved Extra-Curricular Activities, which fall outside of the Schedule C will be compensated at the hourly rate of Thirty Five Dollars (\$35).

Section 20: Leadership Teams Structure and Compensation:

- A. Building Administrators will establish paid leadership positions within each building.
- B. Positions and duties will be determined by the building administrator and leadership team at the end of each school year.
- C. Openings will be advertised at the end of each school year as determined by the Leadership Team along with the Building Administrator.
- D. Administration will choose from among the pool of applicants for a term of one year.
- E. The minimal number of team members and total compensation for the team is determined from the following table:

<u>Building</u>	<u>Staff</u>	<u>Total Compensation</u>
BHS	6	\$12,000
McBride/Owen	8	\$8,000
Elementary	6	\$6,000

Section 21: Coverage of Unfilled Substitute Positions:

- A. Teachers substituting, assigned, or supervising students during their preparation period shall receive a flat rate of Fifty Five Dollars (\$55) for the period.
- B. At the beginning of each school year, each building office will compile a list of teachers willing to cover classes during their regularly scheduled preparation period. These teachers will be called first to cover an unassigned position. In the event there is more than 1 willing to assist during the same hour offers will be given in a rotation.

- C. Coverage of a classroom by dividing the class and moving students to other classrooms. This option is to be used when no other viable alternative exists. In the event where classes are dissolved with students moved to other classrooms, each teacher affected by the dissolution will receive a flat rate of \$50.
- D. 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. Authorized school business includes mandatory seminars or workshops where mileage approval has been prearranged.

Section 22: Camp / Washington DC Trip Duties:

- A. Members who chaperone the 8th Grade Washington, DC annual trip and have overnight responsibilities shall be paid at the member's daily rate as compensation for these duties. Each overnight will equal one (1) additional day of pay.
- B. Members who perform overnight camp duties shall have the option to select between personal business days or additional days of pay at the member's daily rate as compensation for these duties. Each overnight will equal one (1) personal business day or one (1) additional day of pay.
 - a. These personal business days shall have the same limitations as outlined in Article X, Section (5).
 - b. 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).
 - c. 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.
- C. 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.

Section 22: Homebound Teachers:

Homebound Teachers shall be paid an hourly rate of Thirty Five Dollars (\$35) per hour.

Section 23: Certificate Renewal:

The school district shall reimburse all staff for the amount equivalent to the entire cost of teacher certification renewal every five (5) years.

Section 24: Retirement Severance:

An employee retiring under the Michigan School Employees Retirement System and having fifteen (15) service years of in-district service, shall receive a one-time retirement grant. The retiree shall be paid Seventy Five Dollars (\$75) per unused accumulated sick days to a maximum of Eighty (80) days with a maximum grant of Six Thousand Dollars (\$6000.00).

Section 25: Notice of Termination / Retirement Bonus:

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.

Section 26: Unemployment Compensation:

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.

Section 27: GSRP/Certified Ancillary Staff

- A. The board recognizes the importance of the GSRP Program. The salary range for the GSRP classrooms shall be from Step A to Step I on the GSRP Salary Schedule. Advancement will be up to Level I. GSRP teachers shall accrue seniority within the GSRP bargaining group. GSRP teachers will continue to follow the current grant requirements.
- B. Members that fall under this classification, shall be given 9 sick days each year, and two (2) personal days. These days fall under the same stipulations as those in Article X.
- C. Members who fall under this classification, will be granted all the rights, protections and benefits contained in this agreement except compensation.
- D. Members currently employed by the district as of June 2017, will take their yearly salary for the current year and find the next higher amount in the table below. This Level will then be where the member is placed on the salary schedule.

Section 28: Lesson Plan Pay:

Bargaining Unit Members who agree to create or modify lesson plans for teachers on leave, or for unfilled staff positions, will be paid at a rate of Thirty Five Dollars (\$35) per day. This will not be applied to unfilled day-to-day teacher absences.

Section 29: Job Sharing:

Teaching Positions may be shared between two individuals at a 50% share of the duties agreed to by both teachers and administration. Each Employee in this agreement will then be compensated at 50% of the position at a level of pay agreed upon by both teachers and administration. The district will pay half the amount that the district pays full-time equivalent teachers. Each teacher will be responsible for 50% of the cost of ancillary insurance coverage. Each teacher will receive 5 sick days with one of these days taken as a personal day if desired. These days then fall under all the stipulations under Article X Teachers will earn full credit towards advancement levels as full time teachers.

ARTICLE VII: TEACHING CONDITIONS

Section 1: Teacher and the Board Responsibilities:

The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure 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.

Section 2: Elementary and Owen Class Size:

Because research has shown that the pupil-teacher ratio is an important aspect of the effective educational program The parties agree that class size should be lowered whenever possible to meet the following optimum standards and should not exceed the maximum recommended class size guidelines below:

Class Grade Level	Optimum	Maximum
Kindergarten/Grades 1-2	25	30
Grades 3 – 6	27	32

Whenever possible, without adding staff or moving students from one school building to another, the school district will have class sizes for split classrooms in grades K-6 two students lower than the average class size for those two grades in the building The teacher who has the split class will receive compensation of Two thousand Five Hundred Dollars (\$2,500) per semester.

The district agrees that when kindergarten class size rises above 27 students, the District will provide a half day paraprofessional for each classroom that is above this limit.

Section 3: Secondary Class Size:

- A. Because the pupil-teacher ratio is an important aspect of an effective educational program: The parties agree that class size should be lowered whenever possible to meet the following optimum standards:

Special Education classes - State-mandated caseload maximums, including any RESA class size waivers.	
Secondary English, social studies, mathematics, science, language	25
Physical education classes	40
Special facility areas shall be guided by the total number of workstations available.	

- B. 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.

Section 4: Class Size Overage and Compensation:

- A. Grievances may be filed on class size situations that occur or exist on or before the official student count day.
- C. Teachers who have class sizes above the maximums in Section 2 (A) and/or Section 3 (A) will be allowed to apply for overage compensation according to the following table (Beginning July 1, 2025):

K-6 Teachers	Two Dollars and Fifty Cents (\$2.50) Per Pupil Per Day
7-12 Teachers: English, Social Studies, Mathematics, Science, Language Excluding Band, Choir, Physical Education & Art)	Fifty Cents (\$0.50) Per Day Per Pupil Over 175 Students

* Teachers will apply for this overage provision each semester utilizing the district's Overage Payment Form, which will be made available via the Building Administrator. Request Forms shall be submitted at the end of each Semester and shall be paid the following pay period.

**Enrollment will be calculated using the class size number from district's attendance system. After fall count day if an overage is still occurring, the teacher will be compensated from the date the overage began or occurred at the rate determined by class enrollment on fall count day. Payments for overages will be made at the Feb 25th pay and June 25th pay.

Section 5: Superintendent Notice of Class Sizes:

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.

Section 6: Teacher Report Times:

- A. Teachers shall be at their assignment prior to the scheduled arrival of their students.
- B. Teachers will be required to work a total of 30 minutes outside of the school day. These minutes will be allocated before and after the student school day based on the needs of the individual schools as determined by building administrators and staff.

Section 7: Duty Free Lunch:

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

Section 8: Instruction Time: Art, Physical Education, Music, and Media:

The Board will make every reasonable effort to equitably distribute the instruction time for the art, music, physical education and media teachers throughout the week.

Section 9: District Provided Teacher Equipment:

The Board shall furnish, without charge, one (1) pair of athletic shoes per year for all physical education teachers; smocks for art teachers, life management teachers, science laboratory teachers; and shop coats for vocational and industrial education teachers. The Board shall make the sole determination as to whether particular items mentioned above should be laundered or replaced.

Section 10: Teacher Responsibilities outside of the workday:

- A. 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 it available.
- B. At the beginning of the school year, the building administrator, together with the staff, will establish a regular weekly meeting either before and/or after the regular teacher working hours. This time will be considered permanent for the school year unless the teachers and building administrator agree to a change. Building Administrators will be allowed a maximum four (4) meetings per month. Each meeting shall last no more than 60 minutes. Staff along with administration will decide on the most efficient and convenient times for these meetings to occur.
 - o The building administrator shall post or publish an agenda at least one day prior to the weekly building meetings established except when an emergency arises preventing the same.

- If an agenda is not posted at least one day prior to the established weekly meeting, the meeting will not be convened.
 - A section of the agenda will remain open for items of importance to the building staff.
- C. 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 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.
- D. The teacher shall also make time available for regular scheduled Parent-Teacher Conferences.
- Instead of attending parent/teacher conferences, non-classroom staff may be assigned the equivalent duration of EVENING conference time to other events. Non-classroom staff and building administration will agree on alternative dates.
 - Elementary/Owen Intermediate parent/teacher conferences will be scheduled not to exceed: One (1) afternoon and two (2) evening conferences in the fall. One (1) afternoon and one (1) evening conference in spring. In exchange for evening conferences, the school calendar will be adjusted during the negotiation process.
 - Belleville High School / McBride Middle School parent-teacher conferences will be as scheduled not to exceed: Two (2) evening conferences in the fall. One (1) afternoon and one (1) evening conference in the spring. In exchange for evening conferences, the school calendar will be adjusted during the negotiation process.
- E. Teachers may not be assigned to Saturday functions except for the Senior Party, the Senior Prom, and Homecoming Dance, nor will a teacher be assigned to more than two (2) dances.
- F. 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 of said emergency must be forwarded to the building Union representative within five (5) working days.
- G. Each teacher shall receive a one-week 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.

Section 11: Facilities / Materials:

- A. 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.

- B. 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.
- C. Every effort will be made to have adequate paved parking facilities made available to employees for their exclusive use.
- D. The district will provide facilities for itinerant staff, whenever possible.
- E. 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.
- F. Because the Board recognizes that appropriate texts are tools of the teaching profession, the Board shall take necessary steps to ensure the efficient ordering of textbooks and other classroom materials when increasing class enrollments deplete existing supplies.
- G. The Board will provide a budget allocation for the use in the expansion of a professional library and in-service training, the amount of which will be determined by the availability of funds.

Section 12: Teacher Duties:

- A. 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.
- B. To ensure 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.
- C. No teacher shall be required to:
 - 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.

Section 13: Professional Development:

- A. 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.

- B. The school district shall coordinate staff led/independent Professional Development in a manner that ensures that said activities meet state requirements.
- C. Every effort shall be made 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.

Section 14: New Course Creation:

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.

Section 15: Medically Fragile Students:

- A. No teacher shall be required to perform regular medical or regular hygiene procedures for students such as suctioning, catheterization or attending to any personal hygiene or medical need(s) of the student(s).
- B. Teachers shall receive training by a medical professional for emergency situations dealing with medically fragile students in which they come in contact.
- C. Medically fragile students enrolled in a class, which frequently engages in an activity which would endanger the student's health (unless the student has one-to-one supervision), may be provided a paraprofessional for that portion of the activity.
- D. Teachers who willingly offer to provide care for medically fragile students by performing medical procedures will be provided training by a medical professional and a stipend of \$1000 per semester. Teachers who perform the duty on a short-term basis that is less than a semester will be compensated \$20 per day that they provided care.

Section 16: School Improvement / Site-Based Decision Making:

- A. All bargaining unit members are required to be on a school improvement team/committee. These meetings shall normally be held during contractual time. When agreed-upon by union and district, meetings may take place outside the contract parameters. Members shall be compensated at the hourly rate.
- B. The conditions which follow shall govern employee participation in any and all plans, or projects included in the term school improvement.
- C. The Master Agreement may not be modified in whole, or in part. Any school improvement decisions affecting member working conditions will be approved by the Executive Board of the VBEA before implementation and memorialized in a letter of understanding

- D. Decisions of committees must be approved by 60% of the members who will be affected by the decision. All decisions of school improvement committees will be for a specific duration not to exceed two school years.
- E. The committees are free to address topics affecting school programs, but shall not address salaries, benefits or teacher performance, or in any way nullify the collective bargaining agreement.
- F. The VBEA and the Van Buren Board of Education support the school improvement process.

Section 17: Two Way Parent Communication:

The Teacher acknowledges the importance of fostering effective and consistent communication between the school and parents for the benefit of students' education and development. As part of their duties, the Teacher agrees to regularly communicate with parents. This may include, but is not limited to:

- Initiating regular communication with parents or guardians to provide updates on student progress, classroom activities, and other relevant information.
- Promptly responding to inquiries, concerns, or requests from parents or guardians via various communication channels (e.g., emails, phone calls, in-person meetings).
- Recording and documenting all significant interactions and communications with parents, including dates, content, and outcomes, in a communication log.
- Maintaining the confidentiality of all communications and ensuring compliance with applicable laws and regulations, including privacy and data protection laws.
- The Teacher shall provide a copy of their communication log to the school administration upon request.

Section 18: Student Discipline and Teacher Protection:

- A. Emotional and Disruptive Behavior:
Teachers, social workers and administrators are expected to notify each other of any student who may be displaying emotional distress or chronic disruptive behavior that is impacting the educational setting via the Multi-Tiered System of Supports (MTSS) process. Procedures to be followed shall conform with the existing MTSS process, administrative policies, and state and federal law, including seclusion and restraint, which may include early social-emotional support.
- B. The District and the VBEA agree to form a committee composed of teaching staff, administration, and other stakeholders to address the safety and integrity of the classroom environment. This volunteer committee will meet every other month.
 - a. The District shall determine the number of committee members.
 - b. Members of the committee will receive a \$200 stipend if in attendance for all four (4) meetings; prorated if attendance is less than four (4) meetings.
 - c. The committee chairperson will receive a \$250 stipend.
 - d. The committee will set all four (4) meeting dates during its first session.

- e. The Committee will create a protocol to communicate committee outcomes.
- C. Whenever the presence of a particular student in the class will impede the education of the other students, because of severe disciplinary problems caused by said student, the administration will take prompt measures to assist the teacher during the crisis situation.
- D. The Board shall reimburse any teacher up to five hundred dollars (\$500) per occurrence for the damage or destruction of teacher property having a value of ten dollars (\$10) or more provided such damage or destruction occurs on school premises, is connected with the execution of his/her assigned responsibilities, and was not occasioned by the negligence of the affected teacher.
- E. If a complaint or suit is filed against any teacher as a result of any legal action taken by the teacher while in reasonable pursuit of his/her employment, the Board will provide legal counsel and render all necessary assistance to the teacher in his/her defense.
- F. Discipline Policy:

It is understood that student discipline is the mutual responsibility of teachers and administrators. It shall be the responsibility of the building principal to provide employees with the Student Code of Conduct and inform and review with their respective staff of the discipline policy annually as adopted by the Board of Education. The Student Code of Conduct shall be enforced uniformly by teachers and administrators including tracking removals of individuals with 504s and IEPs. The Board of Education and administration shall support the teachers in administration of discipline and student control, consistent with the laws of the State of Michigan, including Section 380.1312 of the School Code, VBPS Policy 4203.

ARTICLE VIII: TEACHING ASSIGNMENTS, LAYOFF AND RECALL

Section 1: Staffing, Layoff, and Recall of Teachers:

- A. Staffing, Layoff, and Recall of Teachers relates to all teachers working for the School District as defined by the Michigan Teachers' Tenure Act, MCL 38.71, et seq. As used in this contract, the term "personnel decision" refers to any situation where the School District is:
 - Filling a vacancy;
 - Placing a teacher in a classroom;
 - Conducting a staffing reduction;
 - Conducting a program reduction, or;
 - Any other decision resulting in the elimination of a position, or the reduction in the hours worked (FTE) of one or more teachers.

- B. The Staffing Layoff and Recall of Teachers will follow clear and transparent procedures for all personnel decisions governed by Section 1248 of the Revised School Code. length of service shall not be the sole factor in personnel decisions, and may only be considered as a tiebreaker if a personnel decision involves 2 or more employees and all other factors distinguishing those from each other are equal.
- C. 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.
- D. The district shall inform laid-off employees electronically of the positions as they are established listing the necessary certifications and qualifications. Laid-off employees must respond within ten (10) business days. Failure to do so will result in forfeiture of recall rights, and the employee will not be considered for re-employment
- E. Personnel decisions must be based on the following relevant factors in the order outlined below:
 - 1. Effectiveness, as measured using the performance evaluation system required by law;
 - 2. The teacher's length of service..

Section 2: Normal Work Week:

- A. High School / Middle School:
 - 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. Grades 7-8 of the Middle School, the normal teaching load for Core Teachers will be 4 core class periods, 2 elective class periods, an average of 250 minutes per week of unassigned preparation time in a two week period. The normal teaching load for specials teachers will be 3 class periods during the "focus" periods of the day, and no less than an average of 250 minutes per week of unassigned preparation time in a two-week period.
- B. Elementary / Owen
 - The normal weekly teaching load in the Elementary Schools/Owen (grades K-6) 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.
- C. 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.

Section 3: Seniority:

- A. The union will be provided a list specifying district seniority and the areas for which each teacher is certified and qualified as defined by Article X, Section (5). A similar list shall be sent electronically throughout the district.
- B. 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.
- C. Continuous service shall include time on layoff or leave.
- D. Seniority shall be broken for the following reasons:
 - If the employee resigns or retires.
 - If the employee does not return to work when recalled from layoff with a timely notification period.
 - 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.
 - If a probationary employee is laid off longer than his/her accumulated seniority.
 - If a tenure employee is laid off longer than 6 years.
 - If Certification lapses.
- E. The seniority list shall be shared electronically with all employees 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 a list. After November 20, the seniority list shall be frozen until reposted on March 1.
- F. The seniority list shall be shared electronically with all employees 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 a list. After March 20, the seniority list shall be frozen until reposted November 1.
- G. 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.

- H. 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.
- I. 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.
- J. An individual shall not qualify to be a part-time teacher because of acceptance of assignment(s) in the following areas: Extra-Curricular, Coaching

Section 4: Mentor Teachers:

- A. A Mentor teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of Master Teacher as specified in the Code. The Mentor Teacher shall be a member of the bargaining unit.
- B. Each bargaining unit member in his/her first three (3) years in the classroom shall be assigned a Mentor Teacher. The Mentor Teacher shall be available to provide professional support, instruction and guidance. The purpose of the Mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion.
- C. A Mentor Teacher shall be assigned in accordance with the following:
 - The Mentor Teacher shall be a tenured member of the bargaining unit.
 - Participation as Mentor Teacher shall be voluntary.
- D. The District shall immediately notify the Association of those members requiring a Mentor assignment or of any affected member whose classroom assignment has changed. The building administrator shall select the Mentor with input from two staff members chosen by the building faculty members at large.
- E. Every effort will be made to match Mentor Teachers and Mentees who work in the same building and have the same area of certification.
- F. The Mentor Teacher assignment shall be for one (1) year subject to review by the Mentor Teacher and Mentee after eight (8) months. The appointment may be renewed in succeeding years.
- G. Mentor Teacher shall be assigned to no more than two (2) Mentees.

- H. Suggested standards for release time for the Mentee will be the configuration of up to a half day per month for the first year, up to a half day every other month in the second year, and up to half day every three months in the third year. Requests for greater time spent with the probationary teacher will be addressed with the building principal. It is also understood that time between the Mentor Teacher and the probationary teacher will necessarily take place weekly beyond the normal working day to establish this collaborative relationship. Time commitments beyond this minimum may be subject to revision due to state mandates.
- I. A minimum of once a year, both Mentors and Mentees will be updated on the legal ramifications of said program.
- J. Mentor teachers shall be paid a stipend of Five Hundred Dollars (\$500)per semester.

ARTICLE IX: VACANCIES, PROMOTIONS AND TRANSFERS

Section 1: Teacher Placement:

The District has sole authority to determine teacher placement, the existence of a teacher vacancy, or to implement a personnel or program reduction.

Section 2: Vacancy:

A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit presently unfilled including newly created positions, as well as such positions currently filled but anticipated to be open in the future for a period of thirty (30) or more school days.

Section 3: Voluntary Transfer:

- A. A teacher may apply for any position at any time. Requests by a teacher for transfer to a different class, grade level, subject matter, building, or position shall be made in writing, electronically, to the Human Resource Director, the Union, and the building administrator. The application shall set forth the reasons for transfer, class, grade level, subject matter, building, or position sought, and the applicant's qualifications.
- B. 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 sent to all employees electronically 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.
- C. The Board shall review staff requests for transfers at the time of the initial assignments.

Section 4: Vacant Extra-curricular Assignments:

- A. 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.
- B. Laid off teachers desiring to accept a retained extracurricular activities assignment shall receive the rate agreed to in the Master Agreement.
- C. The Board's decision will be binding unless it violates this Master Agreement.

Section 5: Filling Vacancies:

- A. 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. Whenever any opening within the bargaining unit for the coming school year arises by virtue of 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 electronically posting to all members.
- B. No such opening shall be filled except in the case of emergency until such openings shall have been posted for at least five (5) school days.
- C. In the event that the vacancy occurs after the end of the current year and prior to the beginning of the next school year, the position will be posted and sent electronically to all members; notification shall be sent to the Union President.
- D. In filling vacancies, the administration will first look at the Request for Transfer Forms which may be obtained from the Building Principal or the Personnel Office. Requests for Transfer Forms should be returned to the Personnel Office.

ARTICLE X: LEAVE POLICY

Section 1: Sick Leave:

- A. The Board of Education and the Association recognize the need for necessary sick and personal day usage by members. The parties also recognize that significant resources are used when sick and personal days are utilized; and it benefits students and staff if the utilization of these days is minimized.
- B. Teachers shall be granted a sick leave allowance of ten (10) days per year. Accumulation of sick leave is 120 days. These days may be used as follows:
- Teachers who report to work at the beginning of the school year shall have ten (10) sick days.
 - If a teacher does not report for duty at the beginning of the school year, the teacher's sick days will accrue on a prorated basis once the teacher returns to work. Upon the teacher's return to work, sick days will accrue at the rate of 1.0 days for each month (September through June) in which the teacher works a majority of the days scheduled for that month.
 - During the school year, if it becomes apparent that a teacher will not be able to earn enough scheduled absence days to cover those already taken, the scheduled absence days will be prorated.
 - In the event that a teacher terminates their employment prior to the end of the school year, the District shall deduct from the employee's final salary check payroll the per diem amount equivalent of for scheduled absences sick days used in excess of their earned accumulated scheduled absence sick days. If the amount due the teachers as a final check is not sufficient to cover the used but unearned excess sick days used, the teacher shall, within two (2) weeks, reimburse the school district for such deficiency. For example, if a teacher reports at the beginning of the school year, the teacher will receive 10 sick days. If the teacher resigns half way through the school year but uses all 10 sick days during the first half of the school year, the teacher would be obligated to reimburse the District for 5 sick days on their final payroll.
- C. Sick leave days may be used for personal illness, quarantine, or a medically defined and physician confirmed (M.D. or D.O. only) disability illness or illness of a member of the immediate family when no other arrangements can be made.
- D. 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. Additional days may be granted if documentation is provided to the Human Resources Director not to exceed the maximum number of days contemplated by the FMLA. 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.

- E. 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.
- F. Any teacher who is absent for more than five (5) consecutive instructional days must provide the Director of Human Resources with a medical doctor's certificate verifying that the teacher is unable to work. Such verification must be furnished to the Director of Human Resources at the earliest possible date in order for the absence to be approved.

Section 2: Attendance Incentive:

- A. Attendance Incentive: Members will receive an attendance incentive per semester, paid by the second pay in February and the second pay in June. In recognition of the benefits of a consistent teaching atmosphere, the following attendance incentive will become effective:

Days used	Amount of Incentive
0	\$2000
1	\$1000

****District-initiated / Union release days do not count as days used**

- A. All unused sick days by the employee will be added to his/her bank regardless of stipend paid. Absences due to school business, association business will not be counted as absences toward the stipend calculations.
- B. 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.
- C. 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 a statement.
- D. Upon approval by the Superintendent, or designee, a VBEA employee shall be allowed to donate sick days from their accumulated sick bank to another VBEA employee for the care of an employee's immediate household family member due to a catastrophic illness

or injury. The maximum number of donated sick days an employee may receive per incident of catastrophic illness or injury is ninety (90) days. Before using donated sick days, an employee shall have exhausted all personal sick and business days, both current allotment and accumulated. Unused donated sick days shall be returned, at the end of the school year, to the donating employee (s) in a method that is proportional to the original number of days donated.

Section 3: Unpaid Leave:

- A. The Employer, or its designee, shall grant an unpaid leave of absence to run concurrent with any other leaves for a period not to exceed a maximum of twelve (12) months to an employee who is unable to perform their regular duties because of personal illness, provided:
- The requesting employee has been employed in their current role for a minimum of twelve (12) months.
 - The employee has not applied for an extended leave in the previous two (2) years. Exceptions may be granted on a case by case basis.
 - The employee participates in the Interactive Process to determine possible workplace accommodations pursuant to the American with Disabilities Act.
 - The leave cannot be taken intermittently or on a reduced schedule basis.
 - The employee provides a detailed medical certification from a qualified healthcare professional to include:
 - a description of the nature, severity, and duration of your impairment or illness;
 - the activity or activities that the impairment limits;
 - the extent to which the impairment limits the ability to perform the activity or activities;
 - whether the employee can perform the essential functions of their position (or any other position at the District) with or without a workplace accommodation; and
 - when the employee will be medically fit to return to work.
- B. Communication protocol: The employee who is granted leave shall provide updates on their status as determined by Human Resources. Approved leave shall end upon the employee being certified by a physician as being able to return to work, or twelve (12) months whichever is lesser. The Board reserves the sole right to select a physician of its own choosing and at its own expense to verify such a statement.
- C. Such leave of absence shall be without salary, increments, sick leave, vacation time and all other benefits with the following exception: the Employer agrees to continue premium payments on dental, vision and life insurance for a period not to exceed twelve (12) months. Upon notice of intent to return, the member shall be placed on the recall list and recalled when an opening occurs, in accordance with Article VIII, Section 1, when a vacancy occurs.

Section 4: Funeral Leave:

When death occurs in the employee's family, the employee shall be permitted to time off as follows:

- For the death of a parent, step-parent, grandparent, sibling, step-sibling, or grandparent of a current spouse, the employee shall 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.
- 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 paragraphs
- An additional sick day may be approved for funerals involving extensive travel or if the employee has legal responsibilities for the probating of the estate.
- For the death of a spouse, or child, the employee shall be permitted to use up to three (3) bereavement days which are not deducted from the member's sick leave bank. The employee may opt to utilize sick days to extend additional bereavement time.
- In the event of the death of a parent or grandparent, an employee shall be permitted to use up to three (3) bereavement days, which will not be deducted from the employee's sick leave bank, provided the employee has no remaining sick days in their bank.

Section 5: Personal Business Days:

- A. Two (2) days will be granted per year "Personal Leave". The Employee will notify the Human Resource office a minimum of 48 hours in advance of the desired day off, unless circumstances do not allow it. Approval of Personal Leave will be solely based on the number of teachers in the district requesting the same day. Notification of denial of a requested leave day must be sent to the employee 24 hours from the time of the request.
- B. Leave days not used will be rolled into the employee's sick bank at the end of the school year. Employees not able to meet the 48 hour request window must notify the Director of Human Resources of the reason for the leave day upon his or her return to work.
- C. Documentation may be requested on why the 48-hour notice was not able to be followed. Personal business days may NOT be taken on a day immediately preceding or following a vacation period.
- D. Personal business days may NOT be taken on a day immediately preceding or following vacation period. (Winter Break, Spring Break, Thanksgiving Break, Mid-winter Break, or the First and Last Day of school.
- E. Personal Business days MAY be taken immediately preceding or following a three-day weekend such as Presidents Day, Memorial Day or Dr. Martin Luther King Day, provided that no more than fifteen (15) teachers shall be eligible district wide with no more than four (4) teachers per day for the high school and no more than two (2) teachers per day for any other building.

- F. Teachers who need additional Leave days beyond their allotted amount, or have specific need for Personal Leave immediately preceding or following prohibited times, must submit a written request to the Director of Human Resources or his/her designee. If granted, accumulated sick leave days will be used as Personal Leave days. Each request will be considered on a case by case basis.

Section 6: Other Absence:

- A. 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 the teacher's yearly salary divided by the number of teacher work days based on the negotiated calendar used for that year.
- B. 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.
- C. Time necessary to take the selective service physical examination shall be with pay and not chargeable against the teacher's leave allowance.
- D. 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:
- That the injuries occurred on school property and/or during approved school activities.
 - Upon written request they submit a medical statement relative to the injury.
 - That the injury occurs during the performance of their duties.
 - That the injury be verified and approved according to the above provisions by the building administrator.
- E. 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.

Section 7: Sabbatical Leave:

- A. 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:

- Qualifications: An application for a sabbatical leave of absence may be filed with the Superintendent provided the following conditions are filled:
 - The applicant possesses a Permanent, Continuing, or Professional Education Certificate.
 - 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.
 - 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.
 - 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.
- B. Applications:
- 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.
 - An applicant for sabbatical leave of absence shall file with the application an outlined program for the period requested for sabbatical leave.
 - 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.
- C. 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.
- D. 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.
- E. Status while on sabbatical leave:
- 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.
 - They shall be entitled to participate in any other benefits that may be provided for by rules and regulations of the school district.
 - 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.

Section 8: Family Medical Leave Act (FMLA)

FMLA provides up to twelve (12) weeks of job protected leave for the following reasons: The employer shall grant unpaid leaves of up to twelve (12) weeks for each employee eligible under the law (currently defined as employees who have worked for the District for at least twelve (12) months and 1,250 hours during a twelve (12) month period prior to a qualifying event.

Birth of a child and to care for such child after delivery,

Placement of a child into your family for adoption or for a foster care arrangement,

Care for your spouse, child or parent who has a serious health condition (i.e. one that generally requires overnight inpatient care or two or more treatments), or

For a serious health condition that makes the employee unable to perform the employee's job.

To address certain qualifying exigencies permitted under the FMLA when the employee's spouse, son, daughter or parent is on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation.

To care for a member of the Armed Forces (including the National Guard or Reserves) who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability list.

ADDITIONAL PROVISIONS

- If the unpaid leave is foreseeable, the employee will provide the District with a minimum of thirty (30) days prior written notice
- The employee shall have the option of using accrued paid leave days, if available.
- An employee may elect to exhaust all or a portion of his/her accrued paid leave of any kind prior to taking FMLA leave. An Employee may elect to run his/her accrued paid leave of any kind concurrently with any FMLA leave.
- Seniority shall continue to accrue during the FMLA leave. Salary schedule credit shall also continue to accrue while on such leave.
- The employee shall have the right to take the leave on a reduced or intermittent schedule.
- Upon return from the leave, the employee shall be returned to the position held immediately before the leave began.
- The employer shall extend FMLA protections to all employees covered under this bargaining agreement regardless of number of hours worked.
- The Employer may not make a retroactive designation of more than 3 (three) days of leave that qualifies for FMLA.
- In the case of the birth of a child or adoption when both parents work for this employer, the mother shall be entitled to 12 full weeks of maternity leave and father shall be entitled to 12 full weeks of paternity leave with the full protections of the FMLA and no offset.

Section 9: Unpaid Child Care Leave:

- A. A teacher, either actively employed or on layoff status, who is pregnant or whose spouse is pregnant, or who adopts a child, shall be entitled, upon request, to a child care leave as provided below.
- B. 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. In the event of adoption, the teacher shall provide the appropriate form(s) 30 days in advance, or as soon as is possible after learning the date of adoption. Included shall be: A physician's statement certifying pregnancy or paternity, a copy of the child's birth certificate, or notice from the adoption agency certifying the upcoming adoption, whichever is applicable. Child care leave request packets are available in every building.
- C. A teacher who is pregnant may continue in active employment as long as she desires, provided she is able to perform her required functions.
- D. 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.
- E. 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.
- F. 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.
 - V. 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 Article X, Section 9 (B).
 - VI. Sick days may be used for pregnancy related disability, but

not for child care. Generally, physicians define the period of disability as the six weeks following birth. If a teacher is disabled prior to delivery, sick days may be used

- G. If an employee desires to take both a disability leave and a non - FMLA 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 F. Any teacher who returns to teaching duties immediately following a disability leave shall not be eligible for a non-FMLA child care leave.
- H. During a child care leave of absence, the teacher shall maintain tenure rights.
- I. Insurance benefits can be maintained on a self-pay basis.
- J. 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.

Section 10: Paid Childcare Leave:

An actively employed teacher who is pregnant or whose spouse is pregnant, or who adopts a child shall, upon request to the Human Resources department, be entitled to up to ten (10) consecutive paid days off if they meet the following criteria;

1. The member must have been employed by the District for two (2) full years.
2. The leave is requested within the first year of birth or adoption of the child.

Section 11: Purchase of Insurance Benefits:

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.

Section 12: Voluntary Leave:

- A. Upon application, the Board may 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 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.

- B. Voluntary Leave Requests received after April 1.
 - The Board, at its discretion, may consider voluntary leave applications which are received after April 1. Employees must submit applications no later than June 15. If approved the vacancies may be filled without posting and subject to the following:
 - The position may be filled by a non-seniority accruing teacher.
 - The position may be paid at the adult education rate.
- C. 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.
- D. Maximum Voluntary Leaves: Commencing with September 1, 1993, employees are eligible for a career maximum of one voluntary leave (Section 7). Leaves taken prior to September 1993 shall not be included in the career maximum.

ARTICLE XI: TEACHERS' RIGHTS

Section 1: Rights of the Employee:

- A. Each employee shall have the right to review the contents of their own personnel file as maintained by the Administrator or the Superintendent. If desired by the teacher, a representative of the Union may be present.
- B. 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 personnel file pertinent to any written or printed materials and these notes or letters shall be attached to each file copy.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. This agreement shall apply to all employees regardless of race, religion, national origin, sex, marital status or membership in any professional or employee organization
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. 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.
- M. 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 a 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 personnel 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 personnel file.

Section 2: Discipline and Discharge:

- A. No bargaining unit employee shall be disciplined in an arbitrary or capricious manner. Any such discipline, reprimand, or reduction in professional level, compensation, or advantage 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.
- B. Except as otherwise provided in this Article, in the imposition of discipline against an employee, the Employer agrees to adhere to the following schedule of sequential corrective discipline:
 - (1) Verbal Warning (not placed in personnel file)
 - (2) Verbal Reprimand (placed in personnel file)
 - (3) Written Reprimand.
 - (3) One day off without pay.
 - (4) Multiple days up to one week off without pay.
 - (5) More severe discipline (up to and including discharge).
- C. Notwithstanding the forgoing, in cases of serious violations, the Employer may immediately impose more serious discipline (up to and including discharge) where the circumstances warrant.
- D. Employees shall be entitled to know the accusation(s) charged against them.
- E. Bargaining unit employees who are not subject to the Teachers' Tenure Act are required to serve a probationary period equal to those that are subject to the Teachers' Tenure Act.
- F. Whenever disciplinary action becomes necessary, the superintendent or designee shall follow the procedures outlined in this agreement, as well as the district and Association's mutually-agreed-upon Investigative Procedures (created by a committee of IBB Team

members who shall meet to create the procedures no later than August 1, 2025 and placed outside of this CBA), to conduct an impartial investigation into any alleged act or omission by a member that may result in disciplinary action.

- a. After completion of the investigation, if discipline is to be imposed, the member shall receive written notice of the discipline upon the conclusion of the investigation.
- b. If it is determined that the member has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
 - i. The fact-based and relevant evidence derived from the investigation.
 - ii. Notice of district's expectations or an understanding of generally accepted standard of professional conduct and common-sense behavior appropriate to their role as an educator
 - iii. The totality of circumstances of the offense, infraction, or misconduct
 - iv. The member's disciplinary record
 - v. The existence of any relevant aggravating or mitigating factors

Section 3: Day-To-Day Substitute Teachers:

- A. 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.
- B. 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.
- C. 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.
- D. 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 Union. This form, provided by the administrator, will be due at the end of the second day of returning to work.

ARTICLE XII: SCHOOL CALENDARS

Section 1: Calendar

- A. The Negotiated Calendar is found as Schedule D at the end of this document
- B. Calendar Guidelines:
- The parties agree that the calendar will meet the state mandate for the number of days/hours during the term of this agreement.
 - Furthermore, the parties agree that the contract shall consist of 180 student days and 183 teacher days.
 - 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.
- C. School Calendars
- The school calendars set forth below in this article are based on the state mandate for required number of days and/or hours. To ensure provision of the required days/hours of student instruction, days/hours of student instruction which have been canceled 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 canceled due to conditions not within the control of the Board, then instructional days shall be rescheduled to insure provision of the required days/hours. In order to make up for canceled days, instructional days will be added to the school calendar without additional compensation to teachers or expense to the Board to insure provision of the required instructional days.
 - The bargained school calendar for each school year, will be the controlling document outlining the number of teacher work, and instructional days.

ARTICLE XIII: GRIEVANCE PROCEDURE

Section 1: Procedure:

- A. Definitions
- **Grievance:** A grievance is a complaint submitted, by a teacher or the Union, hereinafter designated as the "grievant", involving any alleged violation, misinterpretation, or misapplication of any provisions of this agreement. A grievance shall cite the specific CBA Section(s) alleged to have been violated, explain how the Section(s) were violated, contain the date of the alleged violation, and specify the requested relief. Any grievance that does not satisfy the requirements in the preceding sentence shall be considered automatically closed.
 - **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.
 - 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 that cannot, for any reason, be resolved by discussion and cooperation at their inception.

- B. No grievance may be considered if the same matter is pending through any other court, agency, commission, or body. If an issue is pending in an outside agency, with mutual agreement, the grievance will be held in abeyance.
- C. A grievance under this Agreement is a written dispute, claim or complaint arising under this Agreement, which has not been satisfactorily resolved informally between the employee and the District, or the union and the employer, or the employee's supervisor and, at the employee's request, the employee's Steward. It may be filed by an employee in the bargaining unit. Grievances are limited to matters of interpretation or application of this Agreement.
- D. Grievances shall be presented and adjusted in accordance with the following procedure:
- Level One (Informal): 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.
 - Level Two (Formal): The grievant shall submit, in writing using the grievance form included in the appendix, 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.
 - 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 notify the grievant and the Board's representative of its decision.
 - Level Four: The Union shall submit the grievance to the Superintendent within five (5) days of the decision of the Union set forth in Level 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.
 - Level Five:

If a grievance cannot be resolved at Level Four (4) of the grievance procedure, the Union shall have five (5) business days to request the matter to proceed to mediation.

The matter shall proceed to mediation before any request for arbitration may be made. The mediation shall be conducted by a mutually agreed-upon mediator or, if no agreement can be reached, one will be appointed through the Michigan Employment Relations Commission (MERC). Only after mediation has been completed and the grievance remains unresolved may either party advance the grievance to binding arbitration. The cost of the mediation will be split equally between the Union and the District.

- Level Six:

In the event that the Union is not satisfied with the Mediation results in Level Five (5) 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 accordance 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.

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

- The grievance shall be submitted in writing to the superintendent or his/her designee within the time frame specified in Level 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 this dispute.
- 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 Article XIII, Section 1 (D), "Level Three".
- The expense of arbitration shall be shared equally by the Employer and the Union.

F. 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.

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

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

- I. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel file of the participants.
- J. 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.
- K. The following matters shall not be the basis of any grievance filed under the procedure outlined in this Article:
 - Failure to re-employ any probationary bargaining unit employee or the placing of any non-tenure teacher on a fourth 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.
 - 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).
- L. 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.
- M. 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 XIV: NEGOTIATION PROCEDURES

Section 1: Negotiations:

- A. 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.
- B. 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 XV: MISCELLANEOUS

Section 1: Provisions:

- A. 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.
- B. 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.
- C. 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.
- D. 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.
- E. This Agreement will become effective upon ratification by both parties.
- F. The use of all tobacco products will be prohibited within and on any and all buildings, facilities and vehicles owned or leased by or to the Van Buren Public Schools. This provision shall supersede any and all contrary and/or inconsistent policies, rules, regulations, or contract provisions with which it may conflict or modify.
- G. The school district will arrange, at no cost to the employer or the employee, a smoking cessation overview program at least once a year.
- H. Each elementary principal shall designate a teacher, or teachers, to serve as an administrative designee in the absence of the principal.
- I. The administrative designee will fill in on a day-to-day basis for the building, but is not meant to replace the principal during absences due to long-term illness or accident. If a prolonged absence is known or foreseen, the vacancy will be posted in compliance with the administrator's Master Agreement.
- J. By way of example, administrative designees will handle student discipline problems, deal with parental calls and concerns, act as decision maker and direct staff in emergencies, The Administrative Designee will not act as a supervisor of professional or

support staff, or administer or cause anyone to administer any discipline, nor hire or fire, or evaluate.

- K. In the event an issue is of such magnitude or specific and urgent enough in motive that an administrator is needed, a pre designated elementary principal will be called to the building. All elementary principals have teamed with a fellow principal to determine the predesignated administrator. In the event the predesignated administrator is unavailable, central office personnel will be called to respond.
- L. Administrative designees will be assigned and paid a stipend of Sixty Dollars (\$60) per day Thirty Dollars (\$30) in the event of a half day. A half day is defined as a day when school is in session or students for a period of time not to exceed four hours.) in the event the building principal is away from the building for a period of four or more consecutive hours. Except in the event of illness or an emergency, absences of four or more consecutive hours will be pre-approved by central office administration.
- M. The school district shall provide liability insurance for administrative designees' subject to the provisions of the school's general liability policy.

ARTICLE XVI: HEALTH INSURANCE / ANCILLARY INSURANCE COVERAGE

Section 1: Plan Options:

- A. Each eligible teacher, as defined above will select one (1) and only one of the two (2) following options in health insurance:
 - The health insurance provided to teachers under the agreement continues to be the High Deductible Health Plan (HDHP) 1700/3400 PPO and allows pre-tax employee contribution elections. The district shall maintain adequate stop-loss coverage and a third party administrator for healthcare and prescription coverage (RX). The district shall front-load fifty percent (50%) of the total deductible amount into the member's Health Savings Account (HSA) on the first paycheck in January of each year. This amount shall be paid back to the district by the employee through pre-tax payroll deductions. Any additional elected amount, the employee chooses to contribute to their HSA, shall also be paid by the teacher through pre-tax payroll deductions.
 - Effective January 1, 2026 the District shall pay, on a monthly basis, the maximum permitted annual amounts (a.k.a. State Hard Cap) as determined by the State Treasurer under PA 152 of 2011 toward the total cost of the member-selected medical premium. Should the total cost of the medical premiums exceed the total maximum amount payable under PA 152 of 2011, the remaining cost for teacher's elected medical premiums for each school year shall be paid by the teacher through pre-tax payroll deductions.

- Additional coverage for this plan will increase the chiropractic visits 39 and include massage therapy.
- No changes in coverage definitions will be made without a vote of the membership.
- Both parties agree to comply with the Affordable Care Act or its successor and agree that the district may make adjustments based on any future rulings, findings, and government guidance on compliance. These plan options, rates, and the respective employee contributions are estimated only and will be subject to adjustment based on updated claims experience that influence the illustrative rates. Any changes will be communicated through open enrollment.
- The District may offer additional insurance plans to VBEA members.
- The partnership between Van Buren Public Schools and the VBEA is instituting a self-insurance plan for medical benefits created to benefit both parties. The district agrees that at the end of the coverage period after all claims have been paid, to compare the illustrative rates for medical benefits with the amount of claims paid. If the illustrative rate amount exceeds the amount of claims paid, the District will return 66 2/3rd% of the excess divided equally to all bargaining unit members.
- Both the association and the district agree for the duration of the current insurance model, with the understanding and explicit assurance from the third party administrator, that the District and Health Insurance Advisory Committee will not have any access to, or will be provided access to individual claims data. This includes but is not limited to information related to reinsurance/stop loss claims. Verification of this understanding will be acknowledged by the third party administrator and provided to the Health Insurance Advisory Committee. (LOA Dated 4/1/2019).
- Optional Plan
 - An additional \$10,000 life with AD & D.
 - \$2000 in lieu of health insurance. An employee who elects the \$2000 option shall receive the pay on the basis of \$166.66 per month. 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, the cash in lieu of health insurance shall be prorated

Section 2: Other Provisions:

- A. Any employee contributions for the health care premiums shall be made through the district's Health Savings Account.
- B. Life insurance in the amount of \$65,000.00 with Accidental Death and Dismemberment coverage shall be provided to each teacher and fully paid for by the Board for the duration of this contract. Included in the \$65,000.00 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 \$60,000.00 life insurance. Underwriting is subject to insurers' guidelines, and the school district shall not be liable for any denial of coverage above or below the guaranteed issue amount offered by the carrier.
- C. 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.
- D. Long Term Disability: The Board of Education shall provide for the duration of the contract, an accident and sickness benefit policy.
- E. The Board shall select the carrier. The terms and conditions of the insurance shall be governed by the carrier but will include:
- 66 2/3 of salary - \$5,000 = maximum monthly salary
 - 5% minimum payout
 - 90 calendar day straight wait
 - Pre-existing condition waiver
 - Alcohol/drug - same as any other illness
 - Mental/nervous - same as any other illness
 - Family Social Security Offset
 - Maternity Coverage, Rehabilitation Benefits
 - 2 year own occupation
 - Freeze on offsets
- F. The Board agrees to provide the following minimum dental level of benefits without cost to each teacher and their eligible dependents.

For staff without dental coverage through another source:

- Class I: 100%
- Class II: 90%
- Class III: 80%
- Class IV: 80%
- Annual Max Class I, II, III: \$1,500, Lifetime Max Class IV: \$1500
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: Yes
- Cleanings: 2 per year

For staff with dental coverage through another source:

- Class I: 50%
- Class II: 50%
- Class III: 50%
- Class IV: 50%
- Annual Max Class I, II, III: \$2,000, Lifetime Max Class IV: \$1500
- X-Rays paid under: Class II
- Adult Orthodontics: No
- Sealants: Yes
- Cleanings: 2 per year

G. The Board shall provide internal and external coordination of benefits.

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

I. Tax Deferred (Sheltered) Annuities

- 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. Variable Annuity Company
2. Paradigm Equities.
3. Franklin Templeton
4. Kemper Investors Life Insurance Co.
5. Vanguard Fiduciary Trust Co.
6. Fidelity Investments Institutional Operation Co.

- 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.

J. Vision Insurance: The Board of Education shall provide a level of benefits equivalent to MESSA VSP II. The carrier for the vision program shall be named by the Board.

K. The Employer shall provide payroll deductions for all supplementary coverage desired by the Employee and provided by either the MESSA, the Blue Cross/Blue Shield or other programs approved by the Employer. The Employee pays the premiums for any of the supplementary coverage desired.

Section 3: Health Care Oversight Advisory Committee:

A. A committee shall be formed, tasked with oversight of the insurance funding, costs, stop loss and coverage offerings. The committee will review and make recommendations when necessary to the health coverage and funding.

B. The committee will meet quarterly in August, October, February, and May.

- C. The membership of the committee will consist of the Superintendent, Director of Human Resources, Director of Finance, up to two Representatives from VBEA and may include a representative from each of the bargaining units participating in the insurance plans.
- D. Upon the formation of the Health Care Oversight Advisory Committee, all represented units will meet to agree on rules and procedures governing the scope of the committee. Any changes to the insurance pool will be agreed upon by VBEA and VBPS.
- E. Changes suggested by the committee in cost of coverage and plan offerings need to be approved by the Executive Committee of VBEA.
- F. Changes suggested in definitions of coverage will need to be approved by the Executive board, then by a vote of the membership.
- G. The committee will monitor the cost of coverage for the following year, based on the claim data of the previous time period and make recommendations for the baseline of cost of coverage if changes are necessary.
- H. The committee will review and approve the stop loss coverage and carrier for the following year.
- I. The committee will review and approve the 3rd party administrator for RX and Health Care.
- J. All data considered by the committee will be made available to units involved.

ARTICLE XVII: TEACHER EVALUATIONS

Evaluation Guidelines

1. VBPS will follow the Revised School Code (RSC) Section 1249 evaluation requirements for teachers and administrators.
 - a. Evaluation Tools
 - i. **Classroom Teachers:** Thoughtful Classroom
 - ii. Speech, Occupational Therapist, Social work, Psychologist, and Counseling: Danielson Tool
 - b. Frequency of Evaluations
 - i. Triennial evaluations will be used if a tenured teacher is rated at least “effective” on the three most recent consecutive year-end evaluations as follows:
 1. Randomized teacher selection for evaluation cycle
 2. 2024-25, 2025-26, 2026-27 cohorts
 3. The 3-year schedule will be determined on or before August 28, 2024, with a VBEA representative present.
 4. Probationary teachers who are changed to

tenure status will be randomized into one of 3 groups for evaluation.

- c. Building Administrators shall provide each staff member on the current evaluation cycle with the observation/evaluation timeline by October 1st.
- d. Data: student growth 20% of the evaluation
 - i. Non-General Education Teacher / Staff
 - 1. Data determined by building principal and employee
 - ii. General Education Teacher
 - 1. Two to four (2-4) Student Learning Objectives (SLO)
 - a. BHS
 - i. Student Learning Objectives
 - b. 7-8
 - i. I-Ready (Math / ELA)
 - ii. Student Learning Objectives for all other classes
 - c. K-6
 - i. I-Ready
 - 1. If teach Math and ELA, then Reading Scores will be used
 - 2. Math scores will be used if math is taught
 - 3. Reading scores will be used if Reading is taught
 - 4. Student Learning Objectives for all other classes

ARTICLE XVIII: EFFECTIVE DATES OF CONTRACT AND RATIFICATION

Duration of Agreement:

- A. This agreement, executed this 8th day of August, 2025 and shall remain in full force and effect until June 30, 2028. The parties agree to begin negotiations for a new contract Sixty (60) days prior to June 30, 2028.
- B. This agreement may be amended at any time by the mutual written agreement of both parties. It is understood and agreed that any amendments agreed upon shall be reduced to writing and distributed by the Board to all members of the bargaining unit.
- C. Any extension of this agreement must be in writing and agreed upon by both parties.

Ratification:

In witness whereof, we have set our hands to this agreement with the intent that the execution hereof shall be deemed to be complete.

VAN BUREN PUBLIC SCHOOLS

VAN BUREN EDUCATION ASSOCIATION

John Leroy, Director of Human Resources

Aaron Lang, VBEA President

DATED: _____

DATED: _____

SCHEDULE A: SALARY-TEACHER

- Self-contained Special Education Classroom Teachers and fully licensed School Psychologists shall receive \$4,000 per year stipend.

2025-2026 Salary Schedule

Step	BA	MA	MA30	2MA
1	51900	55700	56550	60000
2	54200	58200	59200	62700
3	56500	60700	61850	65400
4	58800	63200	64500	68100
5	61100	65700	67150	70800
6	63400	68200	69800	73500
7	65700	70700	72450	76200
8	68000	73200	75100	78900
9	70300	75700	77750	81600
10	72600	78200	80400	84300
11	74900	80700	83050	87000
12	77200	83200	85700	89700
13	79500	85700	88350	92400
14	81800	88200	91000	95100
15	84100	90700	93650	97800
16	88700	95700	98950	103200

2025-2026 GSRP Salary Schedule

Step	Salary
A	46710
B	48780
C	50850
D	52920
E	54990
F	57060
G	59130
H	61200
I	63270
J	65340

2026-2027 Salary Schedule

Step	BA	MA	MA30	2MA
1	52200	56000	56850	60300
2	54500	58500	59500	63000
3	56800	61000	62150	65700
4	59100	63500	64800	68400
5	61400	66000	67450	71100
6	63700	68500	70100	73800
7	66000	71000	72750	76500
8	68300	73500	75400	79200
9	70600	76000	78050	81900
10	72900	78500	80700	84600
11	75200	81000	83350	87300
12	77500	83500	86000	90000
13	79800	86000	88650	92700
14	82100	88500	91300	95400
15	84400	91000	93950	98100
16	91200	98200	101450	105700

2026-2027 GSRP Salary Schedule

Step	Salary
A	46980
B	49050
C	51120
D	53190
E	55260
F	57330
G	59400
H	61470
I	63540
J	65610

2027-2028 Salary Schedule

Step	BA	MA	MA30	2MA
1	54000	57800	58650	62100
2	56300	60300	61300	64800
3	58600	62800	63950	67500
4	60900	65300	66600	70200
5	63200	67800	69250	72900
6	65500	70300	71900	75600
7	67800	72800	74550	78300
8	70100	75300	77200	81000
9	72400	77800	79850	83700
10	74700	80300	82500	86400
11	77000	82800	85150	89100
12	79300	85300	87800	91800
13	81600	87800	90450	94500
14	83900	90300	93100	97200
15	86200	92800	95750	99900
16	93000	100000	103250	107500

2027-2028 GSRP Salary Schedule

Step	Salary
A	48600
B	50670
C	52740
D	54810
E	56880
F	58950
G	61020
H	63090
I	65160
J	67230

SCHEDULE B: COACHING/ATHLETIC PAY

All Coaches will be paid a percentage (as outlined below in Schedule B) of Step One (1) of Scale One (1)

Coaching positions will be awarded to the most qualified candidate from a pool of both internal and external applicants. The Board will make the final hiring decision. Coaches will be paid a percentage of the Extra-Curricular Salary Schedule up to and including step 11 of the following Coaching Pay Calculation Table. The percentage will be applied to the steps on the schedule of the number of years of experience the coach has had in the position within Van Buren Public Schools. Step 11 of the Coaching/Extra Curricular Salary Schedule shall be based on the current BA Step 1 of the Schedule A Salary Schedule.

Coaching positions will be awarded to the most qualified candidate from a pool of both internal and external applicants. The Board will make the final hiring decision.

Coaching/Extra Curricular Pay Calculation Table:

0	36600
1	37700
2	38800
3	39900
4	41000
5	42100
6	43200
7	44300
8	45400
9	46500
10	47600
11	49500
12	51900

Fall Positions			Winter Positions			Spring Positions		
Sport	Role	%	Sport	Role	%	Sport	Role	%
FB	HC	13	B BKB	HC	13	BB	HC	10
FB	AC	10	B BKB	AC	3	BB	AC	3
FB	AC	10	B BKB	JV.	10	BB	JV	8
FB	AC	10	B BKB	F	9	BB	F	7
FB	JV	10	B BKB	MS -7	6	BB	MS	5.5
FB	JV	10	B BKB	MS-8	6	SB	HC	10
FB	F	9	G BKB	HC	13	SB	AC	3
FB	F	9	G BKB	AC	3	SB	JV	8
FB	MS	6	G BKB	JV.	10	SB	F	7
FB	MS	6	G BKB	F	9	SB	MS	5.5
FB	MS	6	G BKB	MS-7	6	B TRK	HC	10
FB	MS	6	G BKB	MS-8	6	B TRK	AC	8
B SOC	HC	10	WR	HC	11	G- TRK	HC	10
B SOC	AC	3	WR	JV.	9	G-TRK	AC	8
B SOC	JV	8	WR	MS	6	TRK	MS	5.5
G SW	HC	10.5	B SW	HC	10.5	TRK	MS	5.5
G SW	AC	8.5	B SW	AC	8.5	G SOC	HC	10
G SW	DIVE	3	B SW	DIVE	3	G SOC	AC	3
CHEER	HC	10	MS SW	7-8	5.5	G SOC	JV	8
CHEER	AC	8.5	MS SW	7-8	5.5	B GOLF	HC	9
CHEER	MS (fy)	5	BWL	HC	9	G TENNIS	HC	9
VB	HC	11	BWL	AC	3	G TENNIS	JV	7
VB	AC	3				V. LAC	HC	10
VB	JV	9				JV LAC	HC	8
VB	F	8				E-SPORT	HC	7
VB	MS x 2	6				E SPORT	AC	3
XC	HC	9						
XC	MS	5						
B TENNIS	HC	9						
G GOLF	HC	9						
E-SPORT	HC	7						
E SPORT	AC	3						

HC=Head Coach AC= Assistant Coach JV=Junior Varsity Coach F=Freshman Coach MS= Middle School FY=Full Year

SCHEDULE C: EXTRACURRICULAR PAY SCHEDULE

Extracurricular Pay Schedule:

- A. Extracurricular Pay contracts for certified staff extracurricular activities will be given to the employee within 10 working days from the date of the first duty related to that assignment. The compensation, in dollars for the activity and percentage % of BA Base, will be stated on the contract.
- B. In the event that the activity has already begun before the beginning of the school year, the 10 workday deadline would begin from the first day of classes.
- C. **Elementary Extracurricular Assignment.**
 - a. Each extra-curricular/intramural assignment will be eight (8) hours in length and will receive one percent (1%) compensation up to sixteen percent (**16%**) of the BA Level 1 total for each building.
- D. **Owen: Extracurricular Assignment.**
 - a. Each extra-curricular/intramural assignment will be four (4) or eight (8) hours in length and will receive one half (.5%) or percent (1%) compensation up to twenty-two percent (**22%**) of the BA Level 1 total for each building.
- E. **Middle School Extracurricular Assignment.**
 - a. Each extra-curricular/intramural assignment will be eight (8) hours in length and will receive one percent (1%) compensation up to thirty percent (**30%**) of the BA Base Level 1 for each building.
- F. **High School Extracurricular Assignment.**
 - a. Each extra-curricular/intramural assignment will be eight (8) hours in length and will receive one percent (1%) compensation up to sixty percent (**60%**) of the BA Base Level 1 for each building.

Club Sponsorship Requirements

- 1. **Pre-Approval Requirement**

All clubs must receive prior approval from both the **building administrator** and the **superintendent or designee before they can begin operating.**
- 2. **Club Sponsorship Application Requirements**

The following must be completed and submitted as part of the application to sponsor a club:

 - a. A completed **Club Sponsorship Application Form**
 - b. A detailed **club description and purpose**
 - c. A proposed **calendar or schedule of meetings/events**

d. A plan for **student recruitment and supervision**

e. **Minimum Participation Threshold**

Clubs must maintain an average minimum participation of ten (10) students. Clubs that do not meet the ten-student threshold after four weeks will be canceled and will receive .5% of the BA Base Level One.

3. Attendance Documentation

a. Sponsors must submit student sign-in sheets documenting attendance.

b. In order for payment to be processed, these must be turned in prior to the scheduled end-of-semester or end-of-year compensation.

SCHEDULE C: EXTRACURRICULAR ROLES AND PERCENTAGES

BHS					
General	%	Music	%	Play / Musical Production	%
National Honor Society	5	District Instrumental Music Coor.	2	School Play Technical Director	7
Senior Class Advisor x 2	6	H.S. Band Dir.r Concert Season	3	Music Director	13
Junior Class Advisor x 2	5	Asst. Band Dir. Concert Season	3	Music Assistant Director	5
Sophomore Class Advisor x 2	3.5	Marching Band Director	12	School Play Director	9
Freshman Class Advisor x 2	3.5	Marching Band Dir. Assistant	10	School Play Assistant Director	5
Student Advisory Council Sponsor	8	Vocal Music	5	School Play Producer	3
Yearbook Sponsor	4			Music Producer	3
Science Olympiad Sponsor	4	Robotics		Musical Technical Director	7
District-wide Art Show - \$500 per event/building		Robotic Team Prog	6	Musical Orchestra Director	6
		Robotic Team Lead Adv	8	Musical Choir Director	6
		Robotic Team Asst.	6	Musical Costume Designer (per production) - \$500	
		Robotic Dist. Coord.	4	Musical Choreographer - \$1,000	
McBride		Owen		Elementary	
Band Director x1	3	5th Grade Trip Director	3	Boys Basketball	1.5
Owen/McBride Assist Band Director	1.5	6th Grade Camp Director	3	Girls Basketball	1.5
Washington DC Trip Coordinator	3	Band Director	3	Cheer	1.5
School Play Director x 2	4	Owen/McBride Assist Band Dir.	1.5	Flrst Robotics	3
Student Council	4	Summer Band 5/6	2	Vocal Music Concert per event/building	\$500
Vocal Music	3	Vocal Music	3		
Yearbook Sponsor	4	District-wide Art Show - \$500		**Extra Curricular	16%
Science Olympiad Sponsor	2	First Robotics	3		
National Junior Honor Society	4	*Extra Curricular	22%		
Noon Activity Supervisor	3				
McBride First Robotics Coach	3				

SCHEDULE D: CALENDAR

2025/2026 Staff Calendar

August 2025							September 2025							October 2025							November 2025						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6				1	2	3	4						1	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29
31																					30						

December 2025							January 2026							February 2026							March 2026						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	1	2	3	4	5	6	7
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	8	9	10	11	12	13	14
14	15	16	17	18	19	20	11	12	13	14	15	16	17	15	16	17	18	19	20	21	15	16	17	18	19	20	21
21	22	23	24	25	26	27	18	19	20	21	22	23	24	22	23	24	25	26	27	28	22	23	24	25	26	27	28
28	29	30	31				25	26	27	28	29	30	31								29	30	31				

April 2026							May 2026							June 2026													
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa							
			1	2	3	4						1	2		1	2	3	4	5	6							
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13							
12	13	14	15	16	17	18	10	11	12	13	14	15	16	14	15	16	17	18	19	20							
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27							
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30											
							31																				

Student Days: 180

Teacher Days: 183

End of 1st Marking Period: 10/31/2025

End of 2nd Marking Period: 01/22/2026

End of 3rd Marking Period: 04/10/2026

End of 4th Marking Period: 06/12/2026

Parent/Teacher Conferences:

10/15: HS/MS Evening Conf.

10/16: HS/MS Afternoon/Evening Conf.

11/12: Elem/Owen Evening Conf.

11/13: Elem/Owen Afternoon/Evening Conf.

03/05: District-Wide Afternoon/Evening Conf.

Student Days: 180 **Teacher Days: 183**
 End of 1st Marking Period: 10/31/2025
 End of 2nd Marking Period: 01/22/2026
 End of 3rd Marking Period: 04/10/2026
 End of 4th Marking Period: 06/12/2026

Parent/Teacher Conferences:
 10/15: HS/MS Evening Conf.
 10/16: HS/MS Afternoon/Evening Conf.
 11/12: Elem/Owen Evening Conf.
 11/13: Elem/Owen Afternoon/Evening Conf.
 03/05: District-Wide Afternoon/Evening Conf.

First day of school: September 2, 2025

Teachers Full Day PDD
 No School, Staff/Students
 1/2 Day HS/MS Students Only
 1/2 Day HS/MS Staff & Students
 1/2 Day Staff and Students

1/2 Day All Student/ Staff 1/2 day PDD
 1/2 Day All Students Only
 1/2 Day Elementary/Owen Students Only
 1/2 Day Elementary/Owen Staff & Students
 1/2 Day Students/District Afternoon Conferences for all teachers

Start/Dismissal Times:

BHS: 7:14am -2:04pm (half day 10:31am)
 McBride/Owen: 8:14am - 3:04pm (half day 11:31am)
 Elementary: 9:14am - 4:04pm (half day 12:31pm)

Professional Development:

11/04: 6 hours
 01/23: 6 hours
 02/10: 3 hours PM
 04/17: 3 hours PM

Revised: 6/25/2025

Van Buren Public Schools

2026-2027

School Year Calendar

July 26						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 26						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 26						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 26						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 26						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 26						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

January 27						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 27						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 27						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 27						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 27						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 27						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- No school for Students and Staff
- No School for Students - Staff Development Day
- 1/2 Day students, Work day for Staff in the afternoon
- 1/2 Students and Staff
- HS/MS Conferences 1/2 Day students afternoon and or evening conferences
- HS/MS 1/2 Day for staff and Students
- Elementary Conferences 1/2 students afternoon and or evening conferences
- Elementary 1/2 Day for staff and Students
- All District Conferences 1/2 day students, afternoon conferences for all teach
- 1/2 Students PDD in the afternoon

1st Day of School August 31

Last Day of School June 11

180 Student Days

183 Teach Days

11 half days

8/27, 10/14*, 10/15*, 10/29, 1/21, 2/11, 3/2, 3/3, 4/21, 5/12, 6/18

10/14 Evening conferences

11/11 Evening conferences

Van Buren Public Schools

2027-2028

School Year Calendar

July 27

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August 27

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 27

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 27

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 27

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 27

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 28

Su	M	Tu	W	Th	F	Sa
					1	
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 28

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

March 28

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 28

Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 28

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 28

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

- No school for Students and Staff
- No School for Students - Staff Development Day
- 1/2 Day students, Work day for Staff in the afternoon
- 1/2 Students and Staff
- HS/MS Conferences 1/2 Day students afternoon and or evening conferences
- HS/MS 1/2 Day for staff and Students
- Elementary Conferences 1/2 students afternoon and or evening conferences
- Elementary 1/2 Day for staff and Students
- All District Conferences 1/2 day students, afternoon conferences for all teach
- 1/2 Students PDD in the afternoon

1st Day of School August 30

Last Day of School June 9

180 Student Days

183 Teach Days

11 half days

8/27, 10/14*, 10/15*, 10/29, 1/21, 2/11, 3/2, 3/3, 4/21, 5/12, 6/18

10/13 Evening conferences

11/10 Evening conferences

SCHEDULE E: ALTERNATIVE CERTIFICATION APPLICATION

Application for VBPS Alternative Route to Certification (ARC) Program

SECTION 1: Applicant Information

- **Full Name:** _____
- **Email Address:** _____
- **Phone Number:** _____
- **Home Address:** _____

SECTION 2: Certification Program Details

1. **Certification Program/Institution Name:** _____
2. **Institution Contact (Name, Email, Phone):** _____
3. **Certification Area (e.g., Math, English, Science):** _____
4. **Grade Level(s):**
☐ K–5 ☐ 6–8 ☐ 9–12 ☐ K–12 (specify): _____
5. **Program Start Date:** _____
6. **Expected Completion Date:** _____
7. **Have you received your Interim Teaching Certificate?**
☐ Yes ☐ No If yes, provide the issue date: _____

SECTION 3: Required Documentation Checklist

Please attach the following with your application:

- ☐ Letter of Admission/Registration from Certifying Institution
- ☐ Official or Unofficial Transcripts
- ☐ Program Plan of Work
- ☐ MTTC Test Results (if available)
- ☐ **Proof of Paid Enrollment** (tuition receipt)
- ☐ Copy of Interim Teaching Certificate (if already issued)

SECTION 4: Tuition Reimbursement Agreement

By signing below, I acknowledge and agree to the following:

- I will be reimbursed **100% of the cost** of successfully completed coursework in my approved alternative certification program.
- I agree to work for Van Buren Public Schools for **five (5) years after attaining full certification**.
- If I resign or leave the district before completing this 5-year period, I agree to **repay the full amount of any reimbursement received**.
- I understand that **continued employment is contingent** upon satisfactory progress toward interim certification and adherence to the terms of my employment contract.

Applicant Signature: _____ Date: _____

SECTION 5: For HR Use Only

- ☐ All Required Documentation Received
- ☐ Program Approved by HR
- ☐ Interim Cert Verified Issue Date: _____

SCHEDULE F: GRIEVANCE FORM

Grievance Form – VBEA Collective Bargaining Agreement

Grievance Level: _____

Date: _____

Pursuant to the terms of the Collective Bargaining Agreement, this form must be fully completed for a grievance to be considered.

PART A: Grievant Information

Name of Grievant: _____

Job Title: _____

Department/Building: _____

Contact Information: Phone: _____ Email: _____

Union Representative (if applicable): _____

PART B: Grievance Criteria

Note: This grievance only concerns an alleged violation of the Collective Bargaining Agreement (CBA). Grievances are limited to matters of interpretation or application of the CBA.

1. Date of Alleged Violation:

2. CBA Section Allegedly Violated: (Please cite the specific section number(s))

3. What specific behavior, condition, or violation of policy or procedure occurred that you consider discriminatory, harassing, or unfair / which violated the contract?

4. How have you been adversely affected by this situation?

5. What specific action have you taken to follow the guidelines for informal resolution as outlined in the Grievance Procedures? What has been the outcome of these?

6. Specific Relief Requested:

PART C: Procedural Acknowledgements

☐ I understand that failure to complete this form, including all required elements fully, may result in the grievance being automatically closed.

Signature of Grievant: _____

Date Submitted: _____

For Union Use Only (if applicable):

Union Representative Name: _____

Signature: _____

Date Reviewed: _____

For District Use Only:

Date Received: _____

Received By: _____

Grievance Number (if applicable): _____

PART D: District Response to Grievance

This section is to be completed by the appropriate District representative(s).

1. District Representative Name: _____

2. Title: _____

3. Date of Response: _____

4. Response to Grievance:

(Please include findings, rationale, and any proposed resolution)

Signature of District Representative: _____

Date: _____