

## PREAMBLE

This Agreement is entered into this 30th day of November 2010, by and between the Vandercook Lake Public Schools, hereinafter called the "Board" and the Jackson County Education Association, hereinafter called the "JCEA".

**WHEREAS**, the parties have a mutual obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain in good faith with respect to hours, wages, terms and conditions of employment of classroom teachers fully described in Article I hereof, and

**WHEREAS**, the parties, following extended and deliberate negotiations, have reached certain understandings which they desire to confirm, it is hereby agreed as follows:

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the JCEA as the exclusive bargaining representative for all full-time or regularly scheduled part-time certified instructional personnel excluding supervisors, summer recreational program employees, teacher aides, term substitutes, per diem employees, and instructors of non-credit adult education programs and all other employees.
1. *"All full-time instructional personnel"* includes regularly employed, certified classroom teachers under written contract who instruct elementary and/or secondary students in a classroom setting or who serve as librarians and/or guidance counselors on a permanent full-time basis.
  2. *"Regularly scheduled part-time instructional personnel"* includes certificated classroom teachers under written contract who are employed to work the school day less than full time but at least half-time or three (3) hours, whichever is less, on a permanent basis.
- B. The term *"teacher"* as used in this Agreement refers to full-time and part-time instructional personnel as herein defined.
- C. The term *"Association"* when hereafter used in this Agreement shall be defined as members of the JCEA employed by the Vandercook Lake Board of Education as included and described in Section A of this Article.
- D. The term *"Board"* means the Vandercook Lake Public Schools.
- E. Teachers may consult at any convenient time with the Administration or Board on an informal basis.
- F. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board, rights either may have under the Michigan General School Laws.

## ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to Board of Education policies and procedures not inconsistent with the terms of this Agreement.

- B. The Association agrees that teachers shall have the right to join any teacher organization, but membership in a teacher organization shall not be required as a condition of employment. Nothing herein shall require any teacher to be a member of, or participate in the activities of, any organization.
- C. Officers of the Association on the local, state and national level may visit District school buildings at regularly scheduled meetings of the Association and an individual member of the Association during his lunch period, and after designated school hours of duty.
- D. The Board will provide lunchroom, restroom, lounge, and lavatory facilities for teachers in each building.
- E. Provision for faculty parking shall be made.
- F. The Board agrees to maintain an active list of substitute teachers. Teachers shall be informed of a telephone number they will call between 6:00 and 6:30 a.m. to report unavailability for work. It is recommended that any teacher who is absent and knows he/she will not be in attendance the following day should call his/her principal in the afternoon before school closes.
- G. Association teachers may install and maintain vending machines in the teachers' lounge of each building if the majority of the teachers of that building request such machines. Storage of vending supplies in any area outside the teachers' lounge must be approved by the building principal.
- H. The Association will not engage in or encourage strike action of any type during the life of this Agreement.
- I. Exclusive bulletin board space in the teachers' room of each building and teachers' mail boxes will be made available for the distribution of Association meeting notices.
- J. The Board agrees to make available to the Association in response to reasonable written request, information concerning the financial resources of the District if such information is in a form maintained by the Board. If duplication of reports for the Association results in cost to the District, such cost will be billed to and paid by the Association.
- K. The Association and its members will be granted permission to use school facilities for Association meetings upon the approval of the Building Principal concerned. Such use after school hours will be without charge until 6:00 p.m. on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools when requested in writing in advance and will be subject to regular scheduling procedures. When such meetings result in added costs to the District, these will be billed to and paid by the Association.
- L. With forty-eight (48) hours advance notice to the building principal, the President of the Association and/or official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Representative Assembly and other local, state or national Association business meetings without loss of pay limited to an aggregate total of ten (10) man days per school year. The school district will pay the cost of the substitute teachers.
- M. Telephone facilities for faculty use shall be made available in each faculty lounge. All long distance calls not made by code number shall be made from the principal's office. All long distance calls whether by code number or otherwise, shall be logged.

- N. Subject to administrative approval, the Association may use designated school equipment including computers, copy machines, other duplicating equipment, as well as audio-visual equipment, outside of school hours including teachers' designated lunch period, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of all materials and supplies incidental to such use.
- O. The District will provide the membership with an updated seniority list no later than October 1st of each year. The seniority list shall include hire dates and seniority dates if different than a hire date.

### **ARTICLE III - TEACHER RIGHTS**

- A. The Association agrees that the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related duties.
- B. The Board and the JCEA agree that neither shall unlawfully discriminate against any teacher or applicant for employment because of race, color, religion, national origin or ancestry, age, sex, marital status, height, weight or handicap.
- C. Nothing contained within this contract shall be construed to deny or restrict to any teacher rights he/she may have under the Michigan General School Laws or other applicable laws and regulations. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.

### **ARTICLE IV - BOARD RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
5. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment;

6. To make decisions relating to an individual teacher's situation, including proportionately equal distribution of student-oriented related activities when sufficient volunteers are not available; and
7. To be solely responsible for the adoption of policy.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of written policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

#### **ARTICLE V - ASSOCIATION MEMBERSHIP AND FINANCIAL RESPONSIBILITIES**

- A.
  1. Teachers may elect to belong or not belong to the Association. All teachers, however, as a condition of continued employment shall either join the Association (including VLEA, JCEA, The National and Michigan Education Associations) and pay their dues directly or through the payroll deduction plan set forth herein, or cause to be paid to the Association, a "Representation Fee".
  2. The Representation Fee shall be an amount established by the Association pursuant to the Association's "Policy Regarding Objections To Political-Ideological Expenditures" and the Administrative Procedures adopted pursuant to that policy. The Representation Fee shall not exceed the amount of dues collected from Association members.
  3. Due to certain requirements established in recent Court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to the non-member until mid school year (December, January or February). Consequently, the parties agree that the procedures in this Article and Appendix C related to the payment or non-payment of the Representation Fee for non-members shall be activated thirty (30) days following the Association's notification to the non-member of the Fee for that given year.
  4. The deduction of dues and fees shall be required as a condition of continued employment. The Board shall accordingly deduct dues and fees pursuant to the authority set forth in MCLA 408.477.
- B. The Association and JCEA and all affiliated organizations will save the Board harmless from any and all costs including witnesses and attorney fees or other incidental costs incurred or any liability resulting from any action or claim to which the Board of Education may be liable by virtue of enforcing the provisions of this Article.
- C. Authorized deduction of membership dues or representation fees shall be made from each paycheck each month for twenty (20) consecutive pay periods beginning no later than the second pay period of

the school year. The Board agrees to remit to the Association all monies so deducted as provided for in Appendix C.

## ARTICLE VI - COMPENSATION

- A. The salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the term of this Agreement.
- B. When the daily rate of extra pay or loss of pay is computed for a teacher, his/her annual pay rate will be divided by the number of teacher work days specified in the school calendar.
- C. Supplementary pay for specific, selected activities out of the normal, contract extra-curricular activities shall be as set forth in Schedule B which is attached to and incorporated in this Agreement.
- D. Each teacher participating in a 403(b) Plan through payroll deduction shall pay the monthly common remitter service fee, currently one (\$1.00) dollar per month, and the Board shall pay all other 403(b) Plan fees, including set-up and compliance fees.

### Salary Checks

- 1. Payroll checks will be issued bi-weekly on Fridays to teachers except as provided elsewhere. Upon written request the Board shall forward the teacher's paycheck to one (1) direct deposit account from the list of institutions listed in Article VI Section C, 5.c. This procedure must be started at the beginning of each school year and may only be changed once until the following September, with all changes being effective the first week of the second semester.
- 2. Contractual salaries will be divided by 26 to determine the gross bi-weekly amount except for teachers employed part-time. This will be paid to the employee, less withholding tax, retirement, and any other lawfully required or permitted deductions selected by the employee.
- 3. Pay for supplemental activities not included in a teacher's contract will be added to teachers' second salary check in May.
- 4. Should a regular pay date fall during a period when school is not in session, every effort will be made that teachers shall receive the pay due on that date on the last day prior to recess.
- 5. **Payroll Deductions.** Payroll deductions will be made, when properly authorized by teachers and mutually agreed upon by the Association and the Board for each of the following:
  - a. Professional dues exclusive of assessments as provided in Appendix C.
  - b. Insurance Programs
  - c. Educators and Employees Credit Union, CP Federal Credit Union, Comerica, Citizens, Dearborn Federal Credit Union or American One Credit Union.

1. When three (3) or more employees choose another depository institution that institution will be added for direct deposit. Such additions will only be made at the beginning of the school year, with the maximum number of additions in a school year being three (3).
- d. Two (2) tax deferred annuity plans per employee through any one (1) of five (5) choices established through employee shown interest in those companies. Employees shall be limited to two (2) changes per year.
- e. Any plan agreed to jointly.

It is the responsibility of the employee to certify any deduction on the appropriate payroll department form to secure this service.

### **ARTICLE VII - WORKING HOURS AND WORKING CONDITIONS**

- A. All teachers, elementary and secondary, shall:
  1. Be on duty seven (7) hours each school day;
  2. Be in their respective classrooms or at other stations to supervise and assist students as designated by their principals, fifteen (15) minutes before classes convene in the morning; and
  3. Remain on duty for fifteen (15) minutes after the student's school day, except on Fridays and the last school day preceding a vacation period, when teachers may leave as soon as their pupils have left the building.
- B. Within the seven (7) hour period, elementary teachers will be given two (2) fifteen (15) minute relief periods, one in the morning and one in the afternoon. One recess period may be eliminated for elementary classes that are departmentalized and have special gym periods and physical education. Elementary teachers may use the time when all students in their classes are receiving instruction from various teaching specialists for preparations and conferences. Elementary teachers shall be in their respective classrooms or at other stations to supervise and assist students as designated by their principals following the elementary students' eating periods at noon.
- C. The preceding work schedule for teachers under Section A and B may be modified when emergencies or other extreme conditions necessitate.
- D. A teacher seeking to leave before the completion of his/her assigned schedule on any day shall first receive the permission of his immediate supervisor.
- E. All teachers shall be provided with a lunch period which shall be free of all duty. In the elementary school such periods shall be thirty-five (35) minutes in length. In grades 6 -12 teachers lunch periods shall be equivalent to that of the students, but no less than twenty-five (25) minutes.
- F. The weekly teaching load in the secondary school will be twenty-five (25) teaching periods, five (5) unassigned preparation or conference periods, a lunch room or hall duty, and a homeroom or extra-

curricular activity assignment. Assignment to a supervised study period shall be considered a teaching period for the purpose of this paragraph.

- G. The parties agree that class size, class assignment and teaching load shall be consistent with policies established by the State Department of Education and/or the North Central Association of Colleges and Secondary Schools.
1. Within two (2) weeks after school starts each semester, classes within designated teaching areas (i.e. English 9, Grade 3, biology, United States History, etc.) will be balanced as nearly as possible.
  2. In classes where work stations are present there will not be more students assigned to the class than appropriate. Appropriate shall be defined as one (1) student per station with the exception of Technology Education, where it is intended for two (2) students to work per station. Exceptions may be necessary and may be implemented through mutual agreement of the Administration and instructor.
- H. The Board recognizes that appropriate texts, workbooks, library reference facilities, maps, globes, laboratory equipment, audiovisual equipment, art supplies, athletic equipment, current periodicals, standard tests and questionnaires, and similar materials are the tools of the teaching profession. The Board and Teachers will confer from time to time for the purpose of improving the selection and use of such educational equipment and supplies.
- I. When a student is suspended from a class, the teacher will receive a written notice as to the length of suspension. The conditions under which the student shall be readmitted to class will be discussed with the teacher.
- J. A teacher's attendance and/or participation in P.T.O. meetings, concerts, plays, Christmas programs, athletic events and similar school activities is recognized as a professional responsibility. Such attendance will be expected on a reasonable basis. Attendance at "Open House" will be required
- K. Parent-teacher conferences will be held for all grades in each school once each semester as scheduled by the school administration. The schedule for each semester shall include conferences with all parents and shall provide for one evening session or equivalent outside the teachers' regular work day. On parent-teacher conference days there shall be a minimum of one hour between students' dismissal time and the first conference period. Other conferences with parents on an individual basis shall be arranged from time to time as necessity dictates.
- L. A teacher shall attend all designated professional staff meetings and committee sessions when called by the Superintendent, building principal or committee chairperson. When such meetings extend beyond a teacher's hours of formal responsibility, he/she shall not be required to remain in excess of sixty minutes beyond the close of the pupil's school day and on the average not more frequently than once a week (in elementary buildings not in excess of sixty minutes beyond the close of the pupil's school day and on the average not more frequently than once a month). Generally these meetings will be scheduled on Mondays and may be held prior to regular duty hours by mutual agreement between building administrator and staff.

- M. Each teacher shall be required to participate in at least one curriculum committee. Attendance and activities for these committees shall not be subject to the time limits of the preceding paragraph, but shall be determined by the committee.
- N. Professional Development shall be offered in accordance with State Law. This professional development will be planned at staff meetings in the elementary and secondary schools. On days designated for in-service work, students will be dismissed at 12:00 noon or at some time earlier than their usual dismissal in the afternoon.
- O. Each teacher must have and maintain a valid teaching certificate at all times. A teacher whose certificate expires or is revoked shall be subject to termination as provided by law.
- P. Regular teachers will not normally be assigned outside the scope of their teaching certificates.
- Q. Any teacher who will be affected by a change of grade assignment shall be given written notice of his/her subject or grade assignment for the forthcoming year no later than the close of the preceding school year. In the event that a change in such assignment is necessary, the teacher affected shall be consulted when available and notified promptly in writing. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the school district without penalty to his/her tenure status provided the teacher informs the school superintendent within ten (10) days of receiving notice.
- R. Quality education is not possible in an environment affected by drug or alcohol use.
- Illness or other problems relating to the use of alcohol or other drugs will be treated as any other illness.
- The responsibility to correct unsatisfactory job performance or behavior resulting from alcohol or drug use rests with the teacher. The Board shall not permit the manufacture, possession, use, distribution, or dispensing of any controlled substance, including alcohol by any teacher at any time while on District property or while involved in any District-related activity or event. Any staff member who violates this requirement shall be subject to disciplinary action in accordance with District guidelines and the terms of the Collective Bargaining Agreement.
- S. Classrooms shall be kept at a reasonable temperature.
- T. School Improvement: Participation, outside the normal school day, on any School Improvement Committee established as a result of Section 1277 of the Revised School Code shall be voluntary. School Improvement Committee decisions that require deviation from the Collective Bargaining Agreement will be permitted only after a properly executed Letter of Agreement between the JCEA and the Board.
- U. Least Restrictive Environment / Medically Fragile: The Vandercook Lake Schools shall continue to include the involved teacher in the IEPC process in accordance with Special Education Rules and Regulations and provide the needed training provided by the Jackson County Intermediate School District. It is in the interest of both parties to jointly establish and implement procedures, guidelines and working conditions to promote the quality of education for special students enrolled in the Vandercook Lake Public Schools as a result of the Least Restrictive Environment / Medically Fragile initiative. In the event problems arise, both parties agree to work cooperatively and bargain to find a



solution to the problem. In no case shall the Vandercook Lake Schools be prevented from fulfilling the requirements of law.

### **ARTICLE VIII - TEACHER EVALUATION**

- A. Evaluations shall be done according to the Teacher Tenure Act. The work of all tenured teachers in good standing shall be evaluated at least every two (2) years in writing by members of the administrative staff on such forms and with such frequency as may be prescribed by the Superintendent. Probationary teachers, or teachers under an IDP, shall be observed two (2) times at least sixty (60) days apart. Within two (2) weeks regular written evaluations shall be reviewed with the teacher before they are placed in the teacher's personnel file and the teacher shall have the opportunity to attach a written statement to said form and to sign said forms.

A probationary teacher shall be provided an Individualized Development Plan (IDP) developed by the appropriate administrator with input from the individual teacher.

- B. All monitoring or observation of the work of a teacher for evaluation purposes shall be conducted openly and with full knowledge of the teacher.
- C. If an evaluator finds a tenured teacher lacking, the reasons shall be set forth in specific terms with recommendations for improvement in an Individualized Development Plan (IDP).

In subsequent evaluation reports failure to again note a specific deficiency shall be interpreted to mean that improvement has taken place, if such deficiency is observable.

- D. No evaluation shall unduly interfere with the normal teaching process.
- E. Each teacher will have the right, upon request, to review the contents of his/her own personnel file in the presence of an administrator.
- F. If a teacher is asked to sign material placed in his/her file, such signature shall indicate awareness of, rather than agreement with, the content of the material.

### **ARTICLE IX - SCHOOL CALENDAR**

The school calendar shall be in accordance with the county-wide calendar, with mutual agreement by the parties for deviation. However, if the school year does not begin as so designated or if students are not in attendance on regularly-scheduled school days during the school year, including when school is closed due to inclement weather, student attendance hours shall be made up through an extension of the school calendar as designated by the school board to accommodate the minimum number of hours of student instruction as required by state law. In the event that Labor Day falls during the second week of September, faculty may need to report to work prior to Labor Day in order to maintain a 26 pay schedule. Students will not attend classes before Labor Day.

## ARTICLE X - RE-ASSIGNMENTS, TRANSFERS, PROMOTIONS

- A. A vacancy shall mean an existing or new position in the bargaining unit not filled by transfer or reassignment.

For the purpose of this article, a re-assignment shall mean a change in teaching subject or grade level, or to an assignment other than as a classroom teacher, and a transfer shall mean a change in school but not in subject or grade level.

- B. A teacher may request a transfer or re-assignment for any teaching position at any time. His/Her application should be in writing, addressed to the Superintendent of Schools, also a copy filed by the teacher with the Association. The application will be acknowledged within ten (10) days should a vacancy occur, either during the school year or during the summer. The application should be renewed annually. Whenever the Board contemplates a transfer or reassignment, it shall first post a notice of the available teaching position in all school buildings for at least three (3) calendar days exclusive of weekends and holidays with a copy to the Association.

The purpose of the notice is to provide teachers with an opportunity to apply for the position if they haven't done so previously as provided above and shall not be construed as restricting the Board's right to make transfers and reassignments, voluntary or involuntary as provided herein.

- C. Whenever a vacancy in any teaching position in the District shall occur and is indicated by official notification, the Board will give written notice of the same to the Association within ten (10) calendar days and will post such vacancy simultaneously in each school building. Such notice will be posted at least ten (10) calendar days before the position is filled. During the summer recess the Association will be notified of vacancies. Such vacancies will be held open for three calendar days.
- D. When an established teaching position becomes vacant, the Board agrees to fill such vacancy with a qualified substitute teacher until such time as such established teaching position can be filled with a qualified tenured or probationary teacher; excepting, the Board reserves the right to make adjustments in class sizes that are not inconsistent with the terms of this Agreement.
- E. In filling a vacancy within the bargaining unit, 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. The decision of the Board as to the filling of such vacancies shall, however, be final.

If a teacher from outside the bargaining unit is awarded a vacancy over a teacher from within the bargaining unit the reason for rejection shall upon request be provided in writing to the teacher within two (2) weeks.

- F. The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignment in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers and changes of assignments shall be on a voluntary basis whenever possible. In making involuntary assignments and transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interest of the school system and the pupils.

## ARTICLE XI - GRIEVANCE PROCEDURE

- A. A “grievance” is a claim by a teacher, a group of teachers of the Association, the Association, or by the Board that there has been a violation, misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter set forth.
- B. The termination of the employment of a teacher, the refusal to re-employ any teacher, the refusal of the Board to re-assign a teacher to any special assignment set forth in Appendix B, the placing of any non-tenured teacher on a third year of probation, or any grievance for which redress is provided under the Tenure Act shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.
- C. Any grievance filed by the Board shall begin by serving a written copy thereof upon the Association President within ten (10) school days of the alleged violation. This filing shall be preceded by an informal discussion between the Superintendent of Schools and the Association President. The procedure thereafter shall proceed directly to Level Three where the Board or committee thereof shall meet with a JCEA representative.
- D. Within ten (10) school days of the occurrence complained of, all complaints must be discussed informally with the building principal or with the Superintendent or his designee if the complaint involves more than one school building.
- E. Any grievant may invoke the formal grievance procedure by delivering a copy of the grievance form to the building principal. If the grievance involves more than one school building, it may be filed directly with the Superintendent or a representative designated by him. A written grievance must be filed with the building principal or Superintendent, as the case may be, within fifteen (15) school days after the occurrence or alleged violation. The written grievance form required herein shall contain the following items:
1. The signature of the grievant or grievants;
  2. The signature of the Association representative;
  3. A detailed statement of the specific facts giving rise to the alleged violation;
  4. The citation of the section or subsections of this contract alleged to have been violated;
  5. The date of the alleged violation;
  6. The date of filing;
  7. The specific relief requested.

Any written grievance which is defective in any of the above particulars, shall be deemed to be dismissed.

- F. **Level One:** Within five (5) school days of receipt of the written grievance, the Principal shall meet with the Association representative in an effort to resolve the grievance. The Principal shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association representative.

**Level Two:** If the grievance is not resolved at Level One, the matter may be transmitted to the Superintendent by filing a written notice thereof with his/her office within five (5) school days of receipt of the Principal's written disposition, (or if no written disposition is made, within twelve (12) school days of the filing of the grievance at Level One). The Superintendent or his/her designee shall meet with

the Association and indicate his/her disposition of the grievance in writing within seven (7) school days of receipt of the grievance at this level and shall furnish a written copy of the disposition to the Association.

**Level Three:** If the grievance is not resolved at Level Two, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Level Two, (or if no written disposition is made, within twelve (12) days of the filing of the grievance at Level Two) by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, attention Secretary of the Board. The Board may hold a hearing if requested, or if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) school days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be furnished to the Association and/or JCEA.

**Level Four:** If the grievance is not resolved at Level Three, the matter may be referred to arbitration by the Board or JCEA provided that notice to refer is given within twenty (20) days of the written decision at Level Three.

If the parties cannot agree as to the arbitrator within five (5) school days of the described notice of arbitration, the arbitrator will be selected in accordance with rules and regulations of the American Arbitration Association. Neither party may raise a new defense or ground at Level Four not previously raised or disclosed at other written levels.

It shall be the responsibility of the arbitrator to interpret only this Agreement. He/She shall have no power to alter, add to, subtract from or disregard the express language of this Agreement, nor shall he/she have the power to substitute his/her judgment for that of the Board or Association as to the reasonableness of the provisions of this Agreement.

The arbitrator shall not substitute his/her judgment for that of any administrator who has expressed his/her opinion in the evaluation procedure as to the competency of any teacher.

The Arbitrator shall have no power to establish salaries different from those provided in this Agreement nor shall he/she award money damages except as reimbursement for lost wage or fringe benefits. No punitive damages or other decision resulting in a financial burden to the District shall be made. The arbitrator shall have no power to interpret state or federal law.

Arbitration awards or grievance settlements will not be made retroactive beyond the date of the occurrence or nonoccurrence of the event upon which the grievance is based. In no event, however, shall any award be made retroactive to predate the beginning of the then current teaching school year. A grievance properly referred to the arbitrator for consideration may not be withdrawn except by the mutual written consent of the parties.

The Board may challenge the arbitrability of any grievance referred to arbitration by giving written notice of same to the JCEA within two weeks of the notice of intent to arbitrate. In the event the Board fails to commence a court proceeding for such purpose within thirty (30) days of its notice of challenge, the JCEA shall be entitled to proceed with arbitration as if the question had been decided positively by the court.

If the Board challenges the arbitrability of any grievance, the arbitrator shall have no jurisdiction to act until the matter has been determined by a court of competent jurisdiction as provided above. In the event that a case is appealed to the arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

- G. No more than one grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are of similar nature.
- H. The cost of the arbitrator shall be borne equally by the parties except each party shall assume its own cost for representation including any expense of witnesses. Witnesses who are bargaining unit employees shall be released for duty without loss of compensation for the time necessary to participate in the hearing.
- I. The time limits provided in this Article shall be strictly observed unless extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year, the parties shall use their best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- J. Failure of the moving party to proceed with any grievance within the times hereinbefore provided, shall result in the dismissal of the grievance. Failure of either party to take the required action at any stage of the grievance procedure, shall entitle the other party to proceed to the next step of the grievance procedure.
- K. Any grievant may be present at any stage of the grievance procedure if he/she so desires. If any individual teacher has a personal complaint which he/she desires to discuss with an administrator, he/she is free to do so without recourse to the grievance procedure.
- L. At any stage in the grievance procedure, if the solution to a grievance as proposed by the Board is acceptable to the teacher and/or teachers within a school building who submitted the grievance, the matter shall be terminated and it cannot be pursued further by the Association and/or JCEA.
- M. Notwithstanding the expiration of this Agreement, any claim or grievance arising during the term of this Agreement, may be processed through the grievance procedure until resolution.

## **ARTICLE XII - LEAVES OF ABSENCE - PAID AND UNPAID**

The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act.

- A. All teachers regularly employed by the District who are absent from duty because of personal illness, including illness or disability due to child birth and complications of pregnancy, shall be allowed sick leave as follows:
  - 1. Ten (10) days for each of the first and second years of employment.
  - 2. Twelve (12) days each year thereafter provided, however, that the total number of unused and other sick leave days may be accumulated to a total of two hundred (200).

- B. Up to three (3) days per occurrence will be allowed for a death in the immediate family (spouse, children, mother, father, brothers, sisters and grandparents of the employee and spouse) with pay not charged against sick leave time. Depending on the individual situation, additional days may be granted without pay.

Two (2) additional days may be used for deaths or funerals outside a radius of two hundred (200) miles, charged against sick leave time.

- C. Up to five (5) days per year with pay charged against sick leave time will be allowed for serious illness in the immediate family (spouse, children, and parents of employee and spouse).
- D. Up to three (3) days a year of the accumulated sick leave allowance may be used for attendance at the funeral services of persons whose relationship to the teacher warrants such attendance.
- E. A record of accumulated sick leave days will be furnished to teachers with the first pay of each semester.
- F. Any teacher who is absent because of an injury or disease compensated under the Michigan Workmen's Compensation Law shall receive from the Board the difference between the Workmen's Compensation payment prescribed by law and his/her regular salary to the extent and until such time as such teacher shall have used up any so-called "sick pay" provided in Section A. However, the teacher shall have the right to choose to collect only the worker's compensation benefit and not have deducted any sick leave days from his/her accrual.
- G. A teacher may use two (2) days a year in addition to the sick leave allowance, for personal business, non-cumulative. The purpose of this leave is to relieve teachers of financial hardship in situations over which they have no control.

An application stating the nature of the business must be submitted in writing to the Superintendent of Schools at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable).

A personal business leave day shall not be granted for the day preceding or the day following holidays or vacations, and the first and last days of the school year unless approved by the Superintendent prior to the leave.

Paid personal business days for the pursuit of outside business interests of a profit-making nature of the teacher or vocational activities of his/her family shall not be allowed.

- H. **Sick Day Transfer Plan** - Administration of the Plan shall be as follows:

- 1. Committee of one (1) elementary, one (1) secondary, and one (1) administrator shall meet to establish administrative procedures and present plan to the Superintendent and the Vandercook Lake EA President for approval. Charges of the Committee shall be as follows:
  - a. Qualifying Conditions:
    - i) All sick days used.

- ii) Days of absence can only be used as defined in accordance to Article XII, Sections A and C.
  - b. Number of days allotted shall be determined by the Committee.
  - c. No employee may transfer more than two (2) sick days in a school year.
  - d. Application for transfer days shall only apply to catastrophic conditions including personal illness, personal injury, and emergency situations.
  - e. Individuals transferring days must sign a release form indicating their approval.
2. Final approval of each subsequent Committee decision shall be given by the Superintendent and the Vandercook Lake EA President.
- I. **Jury Duty** - A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's daily salary and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which the teacher reports for or performs jury duty and on which he/she otherwise would have been scheduled to work.
- J. **Court Appearance** - Leave of absence with pay not charged against leave time shall be granted for court appearance as witness in any case connected with a teacher's employment or whenever the teacher is subpoenaed to attend any court proceedings relating to his employment or the school providing there is no criminal act or gross negligence on the part of the teacher and provided further that the court proceeding is not one in which the teacher or the Association is an adverse party to the Board. The teacher shall reimburse the Board any witness fee the teacher receives for testifying.
- K. **Attendance at Conferences** - Teachers may be granted a leave of absence with pay for administration-approved visitation at other schools, or attending meetings or conferences of an educational nature. Conference expenses including mileage will be paid according to School Board policy. Estimation of total cost of conference expense shall be included with conference request. Upon return from conference, an itemized expense list shall be presented for reimbursement.
- The number of teachers allowed to leave at any one time will be within the discretion of the Administration.
- L. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:
- 1. Requests for leaves shall be in writing.
  - 2. Eligibility shall be based on a minimum of two (2) years continuous employment in the District.
  - 3. All extended leaves shall be limited to one year.
  - 4. Salary increments shall not accrue, unless provided otherwise.
  - 5. Sick leave days shall not accrue; but unused sick leave days held at the start of the leave, shall be reinstated.

6. The teacher will receive a reply no more than one week following the next regularly-scheduled Board meeting. The teacher will provide all necessary information one week prior to the said regularly scheduled Board meeting.
- M. **Military Leave** - A leave-of-absence without pay shall be granted a teacher who is inducted or enlists for one period of enlistment in any branch of the Armed Forces of the United States. Reinstatement upon completion of such service shall be in accordance with the requirements of the applicable laws of the United States and of Michigan according to Act 145 of 1943 as amended.
- N. **Extended Illness** - Any tenured teacher whose personal illness extends beyond the period compensated will be granted a leave-of-absence without pay or increment for such time as is necessary for complete recovery to a maximum of one year. Further extensions may be granted at the will of the Board. Upon return from leave, a teacher may be assigned to the same or similar position, providing a vacancy exists.
- O. **Child Care Leave.** An unpaid leave of up to one year shall be granted to a teacher following the birth or adoption of a child. Child care leave shall terminate at the end of the semester or school year.
- P. **Return from Leave of Absence** - An employee wishing to return to the Vandercook Lake Schools after leave of absence, must request in writing to the Superintendent, such re-employment not later than March 1 prior to the termination of his/her leave. Failure to comply with this provision shall be considered as resignation. Upon return from approved leave of absence, the Board will return the teacher to an assignment comparable to that held by the teacher before going on leave, providing there is an opening on the staff for which the teacher is certified and qualified.
- Q. **Salary Provisions on Return from Leave of Absence** - If the salary schedule has changed during an employee's leave of absence, his/her basic salary shall be changed according to his/her service record. Except as specified in this Article, no increments on the salary scale shall be allowed for the period of leave.
- R. A leave-of-absence without pay for other reasons may be granted by the School Board upon written request of a teacher. The decision of the Board shall be final.
- S. Should a teacher with fifteen (15) or more years of teaching experience in the Vandercook Lake Public Schools retire or resign from the District, he/she shall receive an amount equal to Fifty and No/100 Dollars (\$50.00) for each day of accumulated but unused sick leave as of the teacher's retirement or resignation.
- T. The Employer shall comply with the provisions of the Family and Medical Leave Act (FMLA) of 1993.

### **ARTICLE XIII - PROTECTION OF TEACHERS**

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom.
- B. Any case of assault upon a teacher, shall at the teacher's request, be promptly reported to the proper police authorities by the Board or its designated representative. Time lost by a teacher in connection



with any such incident shall not be charged against the teacher providing he/she is not guilty of negligence and has exercised due care.

Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if such complaint is to be made a part of the teacher's personnel file or a matter of other written record. The teacher may submit a written statement to be attached to and filed with the original complaint. Any complaint not called to the attention of the teacher may not be used as the basis for any reprimand, discipline, or discharge.

- D. Teachers shall be expected to exercise reasonable care with respect to the safety of pupils and property.
- E. The Board will reimburse a teacher for an uninsured loss resulting in damage or destruction of personal property and/or theft incurred in the immediate performance of his/her duties providing the teacher is not guilty of negligence and has exercised due care. Such reimbursement shall not exceed \$100.00 per incident.
- F. If a teacher is to be disciplined or reprimanded by the Board for a serious offense, he/she shall be entitled to have a representative of the Association present.
- G. Reprimanding a teacher for any cause must be done privately, and the teacher must be offered representation (Weingarten Rights).
- H. No teacher shall be disciplined including reprimand, suspension with or without pay, demotion, or discharge, without just cause. Just cause shall include, but not be limited to:
  - 1. Incompetence;
  - 2. Insubordination against the reasonable rules of the Board;
  - 3. Moral misconduct;
  - 4. Any violation of the terms of this Agreement.

Notwithstanding the foregoing, in the case of the discipline of a tenured teacher within the meaning of the Michigan Tenure of Teacher's Act, just cause shall be determined under that Act.

Any action relative to the discipline of an employee for drug/alcohol related incidents shall be subject to Board Policy and the provisions of this Contract.

#### **ARTICLE XIV - LAYOFF AND RECALL PROCEDURE**

It is hereby specifically recognized that it is within the sole discretion of the Board to reduce its educational program, curriculum and staff and that the procedures set forth in this article shall be used in laying off personnel.

##### **A. Layoff Procedure**

In order to promote an orderly reduction in personnel when the educational program, curriculum and staff are curtailed, the following procedure will be used:

1. Probationary teachers shall be laid off first. A probationary teacher shall not be laid off unless there is a tenured teacher who is certified and qualified to perform the duties of the position the probationary teacher is vacating, or unless the position that the probationary teacher is vacating is being eliminated altogether.
2. If the reduction of teaching personnel is still necessary, then tenured teachers in the specific positions or departments being reduced or eliminated shall be laid off on the basis of seniority, except as hereinafter provided. Layoffs made pursuant to this section shall be made in the inverse order of seniority, i.e.: those with the least seniority are to be laid off first. For the purposes of this section and layoff and recall procedures within the system, "seniority" is defined to mean the amount of time an individual with proper teacher certification is continuously employed within the school district. Seniority shall be determined by the date of hire. Ties in seniority shall be broken by an impartial drawing.
3. A tenured teacher who is laid off pursuant to this article has the right to be placed in a teaching position for which he/she is certified and qualified to fill and which is occupied by a teacher with less seniority. For the purposes of this Article "qualified" shall be defined in the following manner:
  - a. For placement in a pre K-6 grade level elementary position, a tenured teacher is qualified if he/she has elementary certification in all subject areas and a minimum of six (6) semester hours credit in elementary reading methods. The District agrees that this requirement in reading methods shall be waived if the teacher has a minimum of one (1) year's experience at the pre K-6 level within the last five (5) years of employment as a regular (not specialized such as in the areas of art, music, physical education, speech, etc.) classroom teacher within the District.
  - b. A pre K-6 teacher to be qualified for assignment to the seventh and eighth grade levels shall have certification in all subject areas to which she/he is assigned, shall have a minimum of one (1) year's teaching experience in the subject area to which he/she is attempting to be assigned within the past five (5) years or agree to take a minimum of six (6) semester hours of academic training in that specific subject area within the next year. Such academic training shall commence with the next regular semester in which such subjects are taught at an accredited institution of higher learning. Also, to qualify for an assignment, the teacher must be highly qualified under NCLB.
  - c. At the secondary level, a teacher assigned to a specific position or department shall qualify for reassignment under the following conditions:
    - (1) He/she is certified by the State Department of Education to teach the subject.
    - (2) He/she be highly qualified under NCLB. This meeting NCLB standards.
  - d. The expense of maintaining NCLB standards shall be incurred by the teacher and the classes shall be taken during off-duty hours.
  - e. In conformance with the first paragraph of this Article XIV, in all cases involving the elimination of any teaching position the decision of the Board is final.

4. Prior to any layoff, teachers will be provided an updated copy of the seniority list.
  5. Employees on layoff or leave do not acquire seniority while on layoff or leave of absence but seniority prior to layoff or leave shall be reinstated when the employee is recalled. Leaves of absence or layoff shall not interrupt continuous service for purpose of seniority.
- B. Whenever possible, the Board will give sixty (60) days notice of possible layoff to the Association and the individuals involved; and in any event thirty (30) days written notice of layoff shall be given in all cases. It is further agreed that any layoff shall suspend for the duration of the layoff period, the Board's obligation to pay salary or fringe benefits under any teacher's (tenured and non-tenured) individual employment contract or under this Collective Bargaining Agreement.
- C. The Board shall give written notice of recall from layoff by sending a registered letter to said teacher at his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board record shall be conclusive when used in connection with layoffs, recalls, or other notice to the teacher. If the teacher fails to notify the Board within ten (10) days from the date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit.
- Also, if a teacher acknowledges the recall notice but fails to accept a regular teaching position when offered, and does not report for work as requested, he/she shall forfeit all seniority and recall right as viewed by the Association and Board.
- D. Recall rights shall expire two years after layoff for any teacher who is non-tenured at the time notice of layoff is given. Recall from layoff shall be by order of seniority, i.e.: greatest seniority to be recalled first.

#### **ARTICLE XV - PROFESSIONAL BEHAVIOR AND IMPROVEMENT**

Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and creates undesirable conditions in the school building. Except when the behavior of a teacher is so improper or when gross offenses occur as to warrant immediate disciplinary action, the Board, in recognition of the concept of progressive correction, shall notify the teacher in writing, of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the teacher involved. The Association will use its best efforts to correct breaches of professional behavior by any teacher. A written statement, of such correction, shall be filed by the Association, with the Superintendent's office within ten (10) school days of such action.

#### **ARTICLE XVI - MENTOR TEACHERS**

- A. Pursuant to Section 1526 of the Michigan School Code, for the first three (3) years of employment as a classroom teacher, a new teacher will be assigned one (1) or more mentors.
- B. The right of selection of mentors will be reserved to the Board. Preference will be given to qualified members of the bargaining unit. The Association will be notified of the mentor assignments.

- C. Mentor teaching assignments are voluntary. If there is no volunteer for a particular mentor teacher position the administration will seek teacher input on selecting a non-bargaining unit person. Tenured teachers within the bargaining unit who are at least two (2) years beyond the probationary period provided by law, who have record of successful teaching, may request consideration for assignment as a mentor through the office of the Superintendent.
- D. In making appointments, the Board will take into consideration by way of example, degrees earned, areas of certification, participation in professional development activities and the performance record of internal and external applicants.
- E. Mentor assignments will normally be for the three (3) year period. The assignment may be discontinued for good cause shown by the probationary teacher, the mentor or administration.
- F. The full annual honorarium for mentor teachers shall be as set forth in Appendix A – Schedule B (under Supervisory at the Club amount). Teachers will be paid the stipend per mentee.
- G. Where the mentor is a teacher within the bargaining unit, consideration will be given to the building assignment and schedule of both teachers.
- H. The responsibility of the mentor will be determined by the administration. In general, the responsibilities will include by way of illustration, assisting the teacher in fulfilling the objectives of the teacher's Individualized Development Plan and guidance in such areas as classroom management and instructional delivery.
- I. The parties agree that mentor (internal or external to the bargaining unit) will not be involved in the evaluation of the probationary teacher. The parties further agree that absent being subpoenaed; mentors will not be called as a witness in administrative hearings, court proceedings or grievance hearings.

#### **ARTICLE XVII - MISCELLANEOUS PROVISIONS**

- A. 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's contract. All future individual teacher's contracts shall be made expressly subject to the terms of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.  
  
If the School Code or other law or regulation mandates a change that conflicts with a provision of this Agreement, the parties agree to work cooperatively and bargain to resolve the conflict.
- C. In contract negotiations, neither party shall have any control over the selection of the negotiating or bargaining representative of the other party. It is recognized that all agreements are tentative until final agreement is completed. It is also recognized that no final agreement between the parties may be executed without ratification by the Board of Education and by the Association, but the parties

mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiating or bargaining, subject to such ultimate ratification.

1. Either party may caucus at any time.
  2. If the parties fail to reach agreement in any such negotiations, either party may invoke the mediation machinery and/or fact-finding machinery of the Michigan Employment Relations Commission.
- D. Copies of this Agreement titled "Professional Agreement between the Vandercook Lake Public Schools and the Association" shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers of the Association now employed and hereafter employed. Sufficient copies will be furnished to the Association at actual cost of production.
- E. The Board may, after one week prior notice, or in case of clear emergency, require a teacher to have a physical or mental exam by a licensed physician designated by the Board. The Board shall not be arbitrary or capricious in requiring a teacher to have an examination. The cost of any such examination required by the Board shall be borne by the Board. During the term of this Agreement, the Board and the Association shall work cooperatively to develop and implement an employee assistance plan to address the problems posed by alcohol, drug abuse, and other illnesses that may affect the work performance of bargaining unit employees.
- F. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment.
- G. For purposes of this Agreement the end of the school year shall be defined as June 30 and sixty days before the end of the school year shall be May 1.

**ARTICLE XVIII - DURATION OF AGREEMENT**

This Agreement shall become effective September 1, 2010, and shall continue in effect through August 31, 2012.

Agreement shall not be extended orally and it is expressly understood it shall expire on the date indicated. No other organization will be granted bargaining rights during the fixed duration of this Agreement.

**Jackson County Education Association**

**Vandercook Lake Public Schools**

\_\_\_\_\_  
Marcy Hartung, Uniserv Director  
Michigan Education Association

\_\_\_\_\_  
Tony Hollow, Superintendent

\_\_\_\_\_  
Pam Schultz, JCEA President

\_\_\_\_\_  
Delinda Woods, Board President

\_\_\_\_\_  
Lyman Robertson, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## APPENDIX A

### SCHEDULE A

#### Salary Schedule for Teachers

2010 - 2011				2011 - 2012 1%			
STEP	BA	STEP	MA	STEP	BA	STEP	MA
0	\$36,712	0	\$39,147	0	\$37,079	0	\$39,538
1	\$38,539	1	\$41,251	1	\$38,924	1	\$41,664
2	\$40,361	2	\$43,363	2	\$40,765	2	\$43,797
3	\$42,185	3	\$45,471	3	\$42,607	3	\$45,926
4	\$44,010	4	\$47,574	4	\$44,450	4	\$48,050
5	\$45,835	5	\$49,680	5	\$46,293	5	\$50,177
6	\$47,659	6	\$51,792	6	\$48,135	6	\$52,310
7	\$49,477	7	\$53,899	7	\$49,972	7	\$54,438
8	\$51,408	8	\$55,879	8	\$51,922	8	\$56,438
9	\$53,334	9	\$58,112	9	\$53,867	9	\$58,693
10	\$55,258	10	\$60,223	10	\$55,811	10	\$60,825
11-15	\$59,250	11-15	\$64,296	11-15	\$59,843	11-15	\$64,939
16-22	\$60,150	16-22	\$65,196	16-22	\$60,743	16-22	\$65,839
23 -	\$60,350	23 -	\$65,396	23 -	\$61,043	23 -	\$66,139

2010 – 2011 Teachers will be paid a .5% stipend in December 2010 and a .5% stipend in the last pay period in June 2011.

#### LONGEVITY

16-22 At the beginning of the sixteenth (16<sup>th</sup>) year of service Nine Hundred Dollars (\$900) shall be added to Step 11.

23- At the beginning of the twenty third (23<sup>rd</sup>) year of service One Thousand One Hundred Dollars (\$1,100) will be added to Step 11 in 2010 – 2011 and One Thousand Two Hundred Dollars (\$1,200) in 2011 - 2012.

## APPENDIX A

### SCHEDULE B

**Non-Degree and Advance Degree Pay; Insurance; Coaching; Extra Duty** — Non-degree teachers, other than those now employed, will not be offered contracts unless the degree in each instance can be completed before the end of the first semester of employment.

No teacher hired after the school year 1971-72 shall automatically receive credit for teaching experience in another school system. Nevertheless, the superintendent may negotiate with such a teacher a salary adjustment he/she considers equitable. Such an agreement shall not be subject to Article XI of this contract.

**\*Masters Degree** — Thirty (30) semester hours of graduate credit shall be considered as the equivalent of an approved Masters Degree for a teacher in secondary school if at least fifteen (15) of these hours as viewed by the State Committee of the North Central Association of Colleges and Secondary Schools, are in the field of instruction to which the teacher is assigned. To receive salary credit for the earned Masters Degree, at least twelve (12) graduate hours of those earned beyond the Bachelor Degree must relate directly to the teacher's assignment (teaching) as credited by the State Committee of the North Central Association of Colleges and Secondary Schools. For an elementary teacher, at least fifteen (15) semester hours of graduate credit applied toward an awarded Masters Degree or included in thirty (30) semester hours of graduate credit completed beyond the Bachelors Degree shall relate directly to the teacher's classroom assignment (teaching). The above rule shall not apply to teachers now receiving salary credit for the Masters Degree.

To qualify for a change to the Masters Lane, a teacher must give the District notification of that change (post marked or District date stamped) by August 1<sup>st</sup> of the ensuring school year. This also applies to mid-year changes.

#### **Insurance** —

The Board shall provide insurance under either Plan A or Plan B as selected by the employee but subject to the prohibition in subparagraph 1. Health, dental and vision insurance may cover the employee and his/her spouse and dependents, when appropriately selected.

#### **MESSA-PAK Plans:** Beginning January 1, 2011

##### **Plan A:**

Health:	MESSA Choices II -	Saver Rx effective 1-1-11 \$100 / \$200 effective 7-1-11
Dental:	80/80/80/80	\$1,500 Yearly Max - \$1,500 Ortho
Life:	\$30,000 AD&D	
Vision:	VSP 2 Silver	
Long Term Disability:	LTD Plan 1, 66-2/3%, 90-day wait	\$4,500 monthly maximum benefit



Employee electing Plan A will pay twelve dollars and fifty cents (\$12.50) per pay contribution for health care for the remainder of pays beginning January 1, 2011 and ending June 30, 2011 and 2.75% of the health care premium based on the composite rate beginning July 1, 2011.

After the MESSA rates are released in the Spring of 2011, the parties may mutually agree to change the MESSA Choices II Plan by adding riders to increase deductibles or office visits to reduce the cost to both the members and employer.

A Section 125 Plan shall permit medical reimbursement for bargaining unit members.

**Plan B:**

Dental: 80/80/80/80 \$1,500 Yearly Max - \$1,500 Ortho  
 Life: \$35,000 AD&D  
 Vision: VSP 3  
 Long Term Disability: LTD Plan 1, 66-2/3%, 90-day wait  
 \$4,500 monthly maximum benefit

Employees electing Plan B above shall receive an annuity payable in their name according to the following schedule:

<b>Number of Employees Electing Plan B</b>	<b>Amount of Annuity</b>
2-3	\$250
4-5	\$275
6 or more	\$300

Employees electing Plan B in 2008 – 09 will receive three hundred dollars (\$300) per month in 2009-10, even if the number of employees electing Plan B falls below six (6). However, employees newly electing Plan B in 2008-09 shall receive the annuity according to the schedule above.

- Any teacher who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her employment with the Board, shall be ineligible and shall otherwise not receive the health provided the teacher's spouse through the spouse's employment requires said coverage. The teacher may select Plan A if not taking health insurance elsewhere, and shall otherwise be eligible for Plan B. Every teacher shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all teachers during the open enrollment period.

I hereby declare that the health insurance that I receive pursuant to the Master Agreement between the Board and the Jackson County Education Association is the only group health insurance, with coordination of benefits, that I retain or from which I am otherwise eligible to receive benefits.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Teacher

**Part-Time Teacher--Insurance**

Part-time teachers shall receive pro-rated fringe benefits based on time they work, except any teacher who held a part-time position during the 1986-87 school year with full fringe benefits shall continue to receive full fringe benefits so long as said teacher remains in the same part-time position or any other part-time position to which the teacher is involuntarily transferred.

**Coaching Salaries\*-- Men's Athletic Teams**

Off staff coaches hired after the start of the 2008-2009 school year will be paid through an outside agency. Bargaining unit members hired after this date will continue to be paid by the school district.

<u>Position</u>	<u>Coach</u>	<u>Ass't.</u>	<u>Head Ass't.</u>	<u>Ass't.</u>
Football	15.0%	10.0%	9.0%	9.0%
Basketball	15.0%		9.0%	9.0%
Wrestling	12.5%		7.0%	
Track	10.0%	7.0%	7.0%	
Baseball	10.0%		7.0%	
Cross Country	7.5%			
Golf	6.0%			

**Coaching Salaries\*--Women's Athletic Teams**

Off staff coaches hired after the start of the 2008-2009 school year will be paid through an outside agency. Bargaining unit members hired after this date will continue to be paid by the school district.

<u>Position</u>	<u>Coach</u>	<u>Ass't.</u>
Basketball	15.0%	9.0%
Volleyball	12.5%	9.0%
Track	10.0%	7.0%
Softball	10.0%	7.0%
Gymnastics	10.0%	6.0%
Golf	6.0%	
Cross Country	7.5%	

**Other Athletic Salaries\***

Athletic Director	20%
Varsity & Reserve Cheerleading	5% per season
Pommerette Supervisor	2%
Intramural Coordinator 2010 – 2011	542
2011 – 2012	547
Girl's and Boy's Bowling Supervisor	2%
Girl's Competitive Cheer Coach	5%

Assistant coaches and Middle School coaches shall receive a minimum of five (5%) percent.

Persons hired for a coaching position may be granted a maximum of four (4) years outside experience by the Superintendent.

\*The percentages listed are applicable to steps 0, 1, 2, 3, and 4 of the 2010 – 2011 and 2011 – 2012 B.A. schedule. Zero (0) means no experience in the sport; one (1) means one (1) year experience in the sport at Vandercook Lake, and so on.

The Board may eliminate and/or combine any positions listed in Schedule B. Salaries not listed in Schedule B shall be negotiated.

Any coach assigned a position listed under Schedule B cannot be reassigned or reclassified without Board approval. If no team is fielded in a given sport classification, the position shall be considered vacant and anyone so assigned will not be paid. Example: If there is no eighth (8th) grade team in football, said coach cannot move to another position without Board approval, and any contract issued for such a position shall be voided.

When no qualified teacher (as determined by the administration) applies for a coaching position as listed in Schedule B, the Board shall have the right to hire someone to fill the position from outside the bargaining unit at a salary amount not to exceed the amount listed in Schedule B.

If a teacher from within the bargaining unit applies for a coaching position and is rejected in favor of a person outside the unit, the reason for the rejection shall be provided in writing to the teacher, within two (2) weeks.

The salary designated by the Board for any new position in Schedule B shall be equal in amount for a comparable position in Schedule B and shall be applicable until a new or revised agreement is negotiated with the Association.

**Supervisory — All non-percentage (dollar amounts) will be increased by the negotiated increase.**

	<u>2010 – 11</u>	<u>2011 – 12</u>
Athletic Trainer	3693	3730
Band—High School	4183	4225
Band—Jr. High and Elementary	1106	1117
Cheerleader Supervisor—Jr. High & Freshman	1344	1357
Class Plays and School Musical		
Jr. and Sr. Class Play	920	929
Musical	1106	1117
Department Heads	542	547
Driver Education Instructor/Hour	21.51	21.73
Homecoming Parade Coordinator	159	161
Michigan School Improvement District Coordinator	3%	
Michigan School Improvement Building Assistants	288.43	291.31
Middle School Yearbook After School	542	547
Pep or Spirit Club Advisor	288.44	291.31
Physical Education Supervisor--Elementary	614	620
Safety Patrol Supervisor	740	747
Service Squad Supervisor	740	747
Student Council Director—High School	371	375
Student Council Director—Jr. High	287	290

Student Council Director—Elementary	287	290
Vocal Music Director—Elementary	370	374
Vocal Music Director—High School	1106	1117
Yearbook After School	1844	1862

**High School Class Sponsors - All non-percentage (dollar amounts) will be increased by the negotiated increase.**

	HEAD ADVISOR		ASSISTANT	
	2010-11	2011-12	2010-11	2011-12
Seniors	695	702	364	368
Juniors	742	749	466	471
Sophomores	227	229	227	229
Freshman	227	229	227	229
Eighth Grade	125	126	125	126
Seventh Grade	125	126	125	126

**Club Sponsors** - \$288.44 for 2010 – 2011; 291.32 for 2011 – 2012. Clubs may include, but not be limited to: Academic Games, and Forensics. Quiz Bowl will be two percent (2%) of Base, Steps 0, 1, 2, 3, and 4.

**Substitute Teaching** — Bargaining unit members accepting substitute work during their planning period shall be credited with an equivalent amount of time to be utilized at the bargaining unit member’s discretion, subject to the following limitations:

- A. A bargaining unit member who substitutes on four (4) occasions will be entitled to one (1) day off. A maximum of one (1) compensatory day will be afforded to a teacher each year and will be used in a whole day increment. Those not wishing to use compensatory time shall elect at the time to be paid at the rate of \$17.23 for 2010 – 2011; \$17.40 for 2011 - 2012.
- B. Utilization of a day off under these provisions is subject to the bargaining unit member’s accumulation of sufficient credit to provide for same and providing at least one (1) week’s notice.
- C. Not more than one (1) bargaining unit member may be absent under those provisions on a given day except with administrative authorization.
- D. Any unused credit shall be paid at the end of the school year in the bargaining unit member’s last check at the rate \$17.23 for 2010 – 2011; \$17.40 for 2011 – 2012.
- E. Such days may not be used to extend a vacation period except at the Superintendent’s discretion.

**Summer School** — Salaries for summer school programs will be negotiated between the Board and the Association as the need arises.

Any teacher requested by the Superintendent of schools to work before the official opening of the school in the fall or after the official close of school at the end of the school year, for inventory or preparation, will be paid at the daily rate as defined in Article VI, Section B. This does not apply to members of the coaching staff or days of orientation for new staff members.

**Payments** — Any salary of over One Hundred Fifty and No/100 Dollars (\$150.00) or more under Schedule B for which a supplementary statement is issued, will be spread during the remaining pay periods of the teacher's contract.

Distribution of Form

- 1. Superintendent
- 2. Principal (in duplicate)
- 3. Association
- 4. Teacher

Grievance # \_\_\_\_\_

**APPENDIX B  
GRIEVANCE REPORT FORM**

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

**LEVEL I**

A. Date Cause of Grievance Occurred: \_\_\_\_\_

B. 1. Statement of Grievance (including contract provisions applicable): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Relief Sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Assn. Representative Signature*

\_\_\_\_\_  
*Grievant Signature*

\_\_\_\_\_  
*Date*

C. Disposition by Principal: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

D. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

---

---

**LEVEL II**

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A. Date received by Superintendent or Designee: \_\_\_\_\_

B. Disposition of Superintendent or Designee: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Position of Grievant and/or Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**LEVEL III**

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A. Date submitted to the Board: \_\_\_\_\_

B. Disposition of the Board: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

C. Disposition of the Association: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

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**LEVEL IV**

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A. Date submitted to arbitration: \_\_\_\_\_

B. Disposition and award of Arbitrator: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

**APPENDIX C**  
**DEDUCTION OF EDUCATION ASSOCIATION DUES**

- A. The Board agrees to deduct from the salaries of teachers dues for the Vandercook Lake Education Association, the Jackson County Education Association, the Michigan Education Association and the National Education Association, when voluntarily authorized in writing by each teacher desirous of having such dues deducted.
- B. Regular dues for any or all of the above stated organizations shall be deducted together, as one deduction, in twenty (20) payroll installments.
- C. FORM—Local, Michigan, National Education Association Continuing Membership Application:
- |  |                                      |
|--|--------------------------------------|
| 1. Social security number                  | 11. MEA membership                   |
| 2. Mr; Mrs; Miss; Ms; Dr                   | 12. NEA membership                   |
| 3. Present position                        | 13. Employing system or institution  |
| 4. Level                                   | 14. Building, office or department   |
| 5. Name; Address; City;<br>State; Zip Code | 15. School district where you reside |
| 6. Home phone                              | 16. Highest degree held              |
| 7. MEA Region                              | 17. Previous employment              |
| 8. County                                  | 18. Payroll authorization            |
| 9. Local member                            |                                      |
| 10. Ethnic group                           |                                      |
- D. Dues authorizations filed with the Superintendent on or before Tuesday following the second Monday of September of each year, shall become effective with the first scheduled dues deduction of the ensuing school year. The parties agree that the individual amount of dues to be deducted may be different from teacher to teacher depending upon the authorization submitted by each teacher. This procedure must be started at the beginning of each school year and shall not change until the following September.
- E. Dues authorizations once filed with the Superintendent shall continue in effect until a revocation form in writing and signed by the teacher is filed with the Superintendent and the Treasurer of the Association. It is expressly understood that the Superintendent and the Board need honor only one authorization form per year per teacher.
- F. The Association shall, on or before the first day of each school year give written notification to the Superintendent of the amount of its dues and those of the JCEA, MEA and NEA which dues are to be deducted in the coming school year under such dues authorizations. The amounts of deductions for these dues, as per said written notification shall not be subject to change during that entire school year. It is expressly understood that the Board is not required to deduct any assessments under the terms of this Article.
- G. For the purposes of this Article, the term “*school year*” shall include the period beginning with the first teacher working day of school in the fall to the last teacher working day of school in the Spring.
- H. Dues deductions shall be transmitted by the Superintendent to the Vandercook Lake Education Association Treasurer within five (5) days after such deductions are made. The Vandercook Lake



Education Association shall be responsible for disbursements of JCEA, MEA and NEA dues paid to it to the treasurers of those organizations.

- I. All refunds claimed for dues of the Vandercook Lake Education Association, Jackson County Education Association, MEA or NEA under such dues authorizations shall lie solely with the Association. The Association agrees to reimburse any teacher for the amount of any dues deducted by the Board and paid to the Association, which deduction is by error in excess of the proper deduction and agrees to hold the Board harmless from all claims of excessive dues deductions.
- J. Any dispute between the Vandercook Lake Education Association and the Board which may arise as to whether or not an employee properly executed or properly revoked an authorization card pursuant to this Article shall be reviewed with the employee by a representative of the Board. Until the matter is disposed of, no further deductions shall be made. The Board assumes no liability for the authenticity, execution or revocation of the authorization form.
- K. The Association will protect and save harmless the Board from any or all claims, demands, suits and other forms of liability by reason of action taken by the Board or its designated agent for the purposes of complying with this Article.

**LETTER OF AGREEMENT**  
**between**  
**VANDERCOOK LAKE PUBLIC SCHOOLS**  
**and**  
**JACKSON COUNTY EDUCATION ASSOCIATION**

The parties hereby agree to the following provision:

Rita McVey will be paid two percent (2%) of her BA Step 4 salary for the sponsorship of Most Teens Don't. This provision is for Ms. McVey only. The position itself will be evaluated upon Ms. McVey's resignation from the SADD sponsorship.

\_\_\_\_\_  
Vandercook Lake Public Schools

\_\_\_\_\_  
Jackson County Education Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**Between**  
**Vandercook Lake Public Schools**  
**And**  
**Vandercook Lake Education Association**

For the 2008 – 2009 school year, the parties agree that:

1. Dan Roggenbaum will be the head coach of both the boys and girls cross country programs.
2. Dan will be paid the rate of 12.5% of base for doing so.
3. This agreement will be for the duration of the contract.

**For The District:**

**For The Association:**

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

**LETTER OF AGREEMENT**  
**Between**  
**Vandercook Lake Public Schools**  
**And**  
**Vandercook Lake Education Association**

In compliance with recent legislation regarding teacher evaluation, the parties agree to the following:

Administration will use the document entitled "Vandercook Lake Public Schools Formal Teacher Evaluation" until such time as the County Evaluation is completed. When that document is available, the parties will reconvene and mutually agree which instrument or combination of instruments will be adopted by the parties.

**For the Association**

**For the District**

\_\_\_\_\_  
**Lyman Robertson**  
VCLEA President

\_\_\_\_\_  
**Anthony Hollow**  
Superintendent

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**

**LETTER OF AGREEMENT**  
**Between**  
**Vandercook Lake Public Schools**  
**And**  
**Vandercook Lake Education Association**

“The parties agree to maintain the current seven (7) period schedule for staff at the Middle and High Schools. The Elementary school staff will continue with no less than four (4) fifty (50) minute planning periods and five (5) fifty (50) minute lunch periods.

If a change is needed, a recommendation will be made by the administration to be approved by a majority of the effected staff.”

**For the Association:**

**For the District:**

\_\_\_\_\_  
**Lyman Robertson**  
VCLEA President

\_\_\_\_\_  
**Anthony Hollow**  
Superintendent

\_\_\_\_\_ **Date**

\_\_\_\_\_ **Date**

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