

AGREEMENT

by and between

**VANDERCOOK LAKE EDUCATION
ASSOCIATION
JCEA/MEA/NEA**

and

**VANDERCOOK LAKE SCHOOL
DISTRICT BOARD OF EDUCATION**

September 1, 2013–August 30, 2016

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PREAMBLE

This Agreement is entered into this 12th day of August, 2013, 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 shall be made from a designated area(s) and 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 disability.
- 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

- A. 1. Pursuant to Act 336 of the Public Acts of 1947, as amended, the Employer hereby agrees that every eligible employee shall have the right freely to organize, join , and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. The Employer undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Act 336 or other laws of Michigan or the Constitution of the United States; that it will not discriminate against any employee with respect to any term or condition of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Employer, or his/her institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment. In accordance with PA 347 of 2012, neither the Association nor the Employer shall coerce, threaten, or otherwise pressure any employee to join or not join the Association.

The Association agrees to be bound by the same applicable laws.

- B. The Board agrees to notify the Association President or their designee of new Part Time and Full Time employees within 10 days of their employment.

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 for 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. 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.
4. **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. 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.
- d. 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.

- 5. Starting the 2013-2014 school year, direct deposit of all salary checks will be mandatory.

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. 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 fifty (50) 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 thirty (30) teaching periods (not to exceed more than one (1) course per teaching period.), five (5) unassigned planning 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. Should there be a need for a secondary teacher to teach more than one class in a period, there will be a meeting with the affected teacher and the rationale for the assignment shall be set forth in writing. The teacher, and/or the association may reply to the rationale in writing.

- G. **Class Load:** The parties recognize that class size is an important aspect of an effective educational program and agree that reasonable class sizes are desirable.

Should a teacher feel that his/her class size is unreasonable, he/she may submit their concerns in writing to his/her building administrator. If the administration feels that the class cannot be reduced in size by reasonable means, he/she will state the reasons shall be set forth in writing.

1. Within two (2) weeks after the school starts of each semester, all classes 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 twice a month. These meetings 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**. 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.
- 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 and shall not exceed the time constraints of Article VII, section L. 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

Evaluations shall be done according to the Teacher Tenure Act and Board policy.

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 some years 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

- 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.

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. Personal business means an activity that requires the teacher's presence during the school day and is of such a nature that it cannot be attended to at a time when schools are not in session. A request 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). The intent/purpose of the day should be noted on the request. It is recognized that there are occasions of personal business which the teacher prefers to keep private. Approval for personal days after Memorial Day must be approved in advance by the Superintendent or designee.

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.

At the end of the school year, one (1) unused personal business day may be transferred into that teacher's sick leave bank upon written request to the District.

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. Teachers will not be disciplined for reasons that are arbitrary or capricious.

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.

Whenever possible, The Board will give sixty (60) days notice of possible layoff to the Association and the individuals involved.

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, 2013, and shall continue in effect through August 31, 2016.

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

Anthony Hollow, Superintendent

Pamela Schultz, JCEA President

Delinda Woods, Board President

Lyman Robertson, President
Vandercook Lake Education Association

Date: _____

Date: _____

APPENDIX A - SCHEDULE A

Salary Schedule for Teachers

2013-14 1% on Schedule – No Steps

Members eligible for a step will receive a Two Hundred Fifty Dollar (\$250) stipend on the first pay period in December 2013 and the last pay period in June, 2014.

2013-2014			
STEP	BA	STEP	MA
0	\$37,450	0	\$39,933
1	\$39,313	1	\$42,081
2	\$41,173	2	\$44,235
3	\$43,033	3	\$46,385
4	\$44,895	4	\$48,531
5	\$46,756	5	\$50,679
6	\$48,616	6	\$52,833
7	\$50,472	7	\$54,982
8	\$52,441	8	\$57,002
9	\$54,406	9	\$59,280
10	\$56,369	10	\$61,433
11	\$60,441	11	\$65,588
16-22	\$61,341	16-22	\$66,488
23 -	\$61,641	23 -	\$66,788

2014-15 1% off Schedule with Steps

2014-2015			
STEP	BA	STEP	MA
0	\$37,450	0	\$39,933
1	\$39,313	1	\$42,081
2	\$41,173	2	\$44,235
3	\$43,033	3	\$46,385
4	\$44,895	4	\$48,531
5	\$46,756	5	\$50,679
6	\$48,616	6	\$52,833
7	\$50,472	7	\$54,982
8	\$52,441	8	\$57,002
9	\$54,406	9	\$59,280
10	\$56,369	10	\$61,433
11	\$60,441	11	\$65,588
16-22	\$61,341	16-22	\$66,488
23 -	\$61,641	23 -	\$66,788

2015-16 Salary – To be Negotiated

Longevity

- 16-22 At the beginning of the sixteenth (16th) year of service Nine Hundred Dollars (\$900) shall be added to Step 11.
- 23- At the beginning of the twenty third (23rd) year of service One Thousand Two Hundred Dollars (\$1,200) shall be added to Step 11.

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 newly hired 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 1st of the ensuing 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 September 1, 2013:

Plan A Option 1:

Health:	MESSA Choices II - \$500/\$1000 deductible
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

Plan A Option 2:

Health:	MESSA ABC 1 - \$1250/\$2500 deductible
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

For those employees electing Option 2, the district will fully fund half of the employees deductible on January 1st and the second half on July 1st in the first year of their electing that option, to be reimbursed through payroll deduction. In the event that a member who has chosen Option 2 does not finish their contractual year, at either their request or the District's, any remaining monies not reimbursed through payroll deduction will be deducted from their final paycheck unless alternate arrangements have been made with the Superintendent or their designee.

The Association is very interested in joining the Jackson County MESSA Consortium and would encourage the district to become a participant at the earliest possible time.

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:

Number of Employees Electing Plan B	Amount of Annuity
2-3	\$300
4-5	\$325
6-15	\$350
16 or more	\$375

1. 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.

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>Head Coach</u>	<u>Ass't.</u>	<u>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>Head 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 2012 – 2013	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 2013 – 2014 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>2013-2014</u>
Athletic Trainer	3,767
Band—High School	4,267
Band—Jr. High and Elementary	1,128
Cheerleader Supervisor—Jr. High & Freshman	1,371
Class Plays and School Musical	
Jr. and Sr. Class Play	938
Musical	1,128
Department Heads	552
Driver Education Instructor/Hour	22
Homecoming Parade Coordinator	163
Michigan School Improvement District Coordinator	
Michigan School Improvement Building Assistants	294

Middle School Yearbook After School	552
Pep or Spirit Club Advisor	294
Physical Education Supervisor--Elementary	626
Safety Patrol Supervisor	754
Service Squad Supervisor	754
Student Council Director—High School	379
Student Council Director—Jr. High	293
Student Council Director—Elementary	293
Vocal Music Director—Elementary	378
Vocal Music Director—High School	1,128
Yearbook After School	1,881

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

	Head Advisor 2013-14	Assistant 2013-14
Seniors	709	372
Juniors	756	476
Sophomores	231	231
Freshman	231	231
Eighth Grade	127	127
Seventh Grade	127	127

Club Sponsors. 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. Club Sponsors will be paid a stipend of 2.9132 for 2013-2014.

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 six (6 4) occasions will be entitled to one (1) day off, per semester. 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 \$25/hour for 2013 - 2014 and \$30/hour for 2014-2016.
- 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 set forth in Appendix A, Substitute Teaching, A.

E. Such days may not be used to extend a vacation period except at the Superintendent's discretion.

Summer Initiative. Salaries for summer school will be \$27/hour, Data Retreat and School Improvement will be no less than \$90/day.

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.

APPENDIX B – GRIEVANCE REPORT FORM

Vandercook Lake Public Schools

Distribution of Form

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

Grievance # _____

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

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

Signature *Date*

C. Position of Grievant and/or Association: _____

Signature *Date*

LEVEL III

A. Date submitted to the Board: _____

B. Disposition of the Board: _____

Signature *Date*

C. Disposition of the Association: _____

Signature *Date*

LEVEL IV

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;
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.

APPENDIX D – LETTER OF AGREEMENT

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 Most Teens Don't sponsorship.

For the Association

For the District

Lyman Robertson
VCLEA President

Anthony Hollow
Superintendent

_____ **Date**

_____ **Date**

APPENDIX E - LETTER OF AGREEMENT

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**

APPENDIX F – LETTER OF AGREEMENT

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 affected staff.”

For the Association:

For the District:

Lyman Robertson
VCLEA President

Anthony Hollow
Superintendent

_____ **Date**

_____ **Date**

APPENDIX G – LETTER OF AGREEMENT

LETTER OF AGREEMENT

Between

Vandercook Lake Public Schools

And

Vandercook Lake Education Association

For the 2012-2013 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 Association

For the District

Lyman Robertson
VCLEA President

Anthony Hollow
Superintendent

_____ **Date**

_____ **Date**