

AGREEMENT

by and between

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

and

**VANDERCOOK LAKE SCHOOL
DISTRICT BOARD OF EDUCATION**

January 1, 2021 – December 31, 2022

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PREAMBLE

This Agreement is entered into this 3rd day of December, 2020, 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 the Public Employees Relations Act (PERA), 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 Revised School Code.

ARTICLE II - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association agrees to abide by PERA 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 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 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 10 days per school year. The school district will pay the cost of the substitute teachers.
- M. 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.
- N. 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 Revised School Code 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 Revised School Code 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.
2. 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. Salary disbursements will be divided into 24 pays and will be made to the employee on the 8th and 23rd of each month, less withholding tax, retirement, and any other lawfully required or permitted deductions selected by the employee. Should a pay day fall on a day that banks are closed for business, checks will be deposited on the business day prior to that day. An employee may elect, in writing by August 1 of each year or on their first day of employment, to be paid their annual salary over 20 pays. New employees not making a selection on or before their first day will be paid based on 24 pay periods. If an employee does not elect to change their number of pays by August 1 of each year, the employee will be paid during the following year in the same number of installments as they were paid during the previous year.
- E. 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:
 - 1. Professional dues exclusive of assessments as provided in Appendix C.
 - 2. Insurance Programs
 - 3. 2 tax deferred annuity plans per employee through any 1 of 5 choices established through employee shown interest in those companies. Employees shall be limited to 2 changes per year.
 - 4. 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.
- F. 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 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, 15 minutes before classes convene in the morning; and
 3. Remain on duty for 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. .
- 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 50 minutes in length. In grades 6 -12 teachers lunch periods shall be equivalent to that of the students, but no less than 25 minutes.
- F. The weekly teaching load in the secondary school will be 30 teaching periods (not to exceed more than 1 course per teaching period.), 5 unassigned planning or conference periods. 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 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 1 student per station with the exception of Technology Education, where it is intended for 2 students to work per station. Exceptions may be necessary and may be implemented through mutual agreement of the Administration and instructor.
- H. The parties agree that student-teacher ratio is an important aspect of an effective educational program, and that class size will be reviewed at the request of the Association.
- I. 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.
- J. 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.
- K. 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. Additional required activities will be compensated for by means of equal time, unless the District decides for that compensation to be financial. This list of activities will be reviewed as needed.
- L. Parent-teacher conferences will be held for all grades in each school one time 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 reasonable amount of time 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.
- M. 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.
- N. 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.
- O. 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.

- P. 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.
- Q. Regular teachers will not normally be assigned outside the scope of their teaching certificates.
- **R. 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 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 10 days of receiving notice.
- S. 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 otherwise legalized drugs and 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.
- T. Classrooms shall be kept at a reasonable temperature.
- U. 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.
- V. 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.
- W. Effort will be made to give teachers a written notice of their schedule for the forthcoming year no later than the last day of the contractual school year. In the event that changes in the schedule are necessary, as determined by the administration, all teachers affected will be notified as soon as possible.

**Topics not permissible to bargaining and may not be subject to the grievance procedure.

ARTICLE VIII - TEACHER EVALUATION

Evaluations shall be done according to section 380.1249 of the State of Michigan's Revised School Code, Act 451 of 1976.

ARTICLE IX - 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 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 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, the Board will give written notice to the Association within 10 calendar days and will post such vacancy simultaneously, in the designated areas in each school building and notification will be sent through school email to the employees. Such notice will be posted at least 10 business days before the position is filled. During the summer recess, employees will be notified by school email of vacancies. Employees wishing to be considered for the vacant position should notify the building Administrator pursuant to Section B of this Article.

****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 X - 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/probationary 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 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 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 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 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 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 5 school days of receipt of the Principal's written disposition, (or if no written disposition is made, within 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 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 5 school days of the receipt of the written disposition at Level Two, (or if no written disposition is made, within 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 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 20 days of the written decision at Level Three.

If the parties cannot agree as to the arbitrator within 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 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 XI - 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. 10 days for each of the first and second years of employment.
 2. 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 150 at the completion of a school year. At the beginning of a school year, however, a member could begin with more than 150 days, not to exceed more than 162. Any employee, recognized under this agreement, who is over 162 days at the start of the 2019-20 school year will be paid out to a balance of 162 days on the second pay in October at a rate of \$50 for each day.
 3. At the end of each school year, any days in excess of 150 will be reimbursed at \$50 per day. Payment will be made to the employee no later than June 30 of that year.
- B. Up to 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.
- 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 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 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 Worker's Compensation Law may elect to receive from the Board the difference between the Worker's Compensation payment prescribed by law and his/her regular salary. This additional compensation shall result in a commiserate, pro-rated deduction from the employee's accumulated sick leave and may continue until such time as said employee shall have exhausted their accumulated sick leave, provided in Section A.
- G. A teacher may use 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, any 2 unused personal business days will be transferred into that teacher's sick leave bank.

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

1. Committee of 1 elementary, 1 secondary, and 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 XI, Sections A and C.

b. Number of days allotted shall be determined by the Committee.

c. No employee may transfer more than 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 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.
7. All such leave taken shall run concurrent with any leave granted pursuant to FMLA.

- 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.

- **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 discretion 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 reinstatement 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. Any sick days maintained at the beginning of the leave shall be reinstated upon return. No days will be added during 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 15 or more years of teaching experience in the Vandercook Lake Public Schools formally retire from the District, he/she shall receive an amount equal to \$60 for each day of accumulated but unused sick leave. Should a teacher under these same requirements resign from the District, he/she shall receive an amount equal to \$30 for each accumulated but unused sick leave. Any teacher hired after the ratification of this Agreement will not be eligible for any payment for accumulated but unused sick leave should they resign from the District.

ARTICLE XII - 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.
- C. 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 \$150 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 XIII - 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 60 days' notice of possible layoff to the Association and the individuals involved.

ARTICLE XIV - 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 10 school days of such action.

ARTICLE XV - MENTOR TEACHERS

- A. Pursuant to Section 1526 of the Michigan Revised School Code, for the first 3 years of employment as a classroom teacher, a new teacher will be assigned 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 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 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 XVI - 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. 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.
- E. 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.
- F. 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 XVII - DURATION OF AGREEMENT

This Agreement shall become effective January 1, 2021 and shall continue in effect through December 31, 2022.

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

Milt Rehberg, Uniserv Director
Michigan Education Association

Scott Leach, Superintendent

Melissa Anderson, JCEA President

Delinda Woods, Board President

Lyman Robertson, President
Vandercook Lake Education Association

Date: _____

Date: _____

APPENDIX A - SCHEDULE A

Salary Schedule for Teachers

2020-21 2nd Semester: 1.5%, On Schedule salary increase.

Years of service to continue, those beginning year 16 or 23 will earn Longevity.

2020-21			
STEP	BA	STEP	MA
0	\$39,360	0	\$41,969
1	\$41,318	1	\$44,227
2	\$43,272	2	\$46,490
3	\$45,227	3	\$48,750
4	\$47,183	4	\$51,006
5	\$49,140	5	\$53,263
6	\$51,094	6	\$55,527
7	\$53,045	7	\$57,785
8	\$55,115	8	\$59,908
9	\$57,180	9	\$62,302
10	\$59,243	10	\$64,564
11	\$63,522	11	\$68,932

2020-21			
L1		L1	
	\$64,772		\$70,182
L2	\$65,122	L2	\$70,532

2021-22: 2%, Steps, On Schedule salary increase.
 2022-23: 1%, Steps, On Schedule salary increase.

Years of service to continue, those beginning year 16 or 23 will earn Longevity.

*Beginning the 2021-22 school year: The numbering of Salary Steps will change from Step 0-11, to Step 1-12.

2021-22			
STEP	BA	STEP	MA
1	\$40,147	1	\$42,808
2	\$42,144	2	\$45,112
3	\$44,137	3	\$47,420
4	\$46,132	4	\$49,725
5	\$48,127	5	\$52,026
6	\$50,123	6	\$54,328
7	\$52,116	7	\$56,638
8	\$54,106	8	\$58,941
9	\$56,217	9	\$61,106
10	\$58,324	10	\$63,548
11	\$60,428	11	\$65,855
12	\$64,792	12	\$70,311

2022-23			
STEP	BA	STEP	MA
1	\$40,549	1	\$43,236
2	\$42,566	2	\$45,563
3	\$44,579	3	\$47,894
4	\$46,593	4	\$50,222
5	\$48,608	5	\$52,546
6	\$50,624	6	\$54,872
7	\$52,637	7	\$57,204
8	\$54,647	8	\$59,530
9	\$56,779	9	\$61,717
10	\$58,907	10	\$64,184
11	\$61,032	11	\$66,514
12	\$65,440	12	\$71,014

2021-22			
L1		L1	
	\$66,042		\$71,561
L2	\$66,392	L2	\$71,911

2022-23			
L1		L1	
	\$66,690		\$72,264
L2	\$67,040	L2	\$72,614

LONGEVITY

*Members will remain at Step 12 until the beginning of their 16th year of service.

** Those hired following the start of the 2018-19 school year will need to work 15 years with the Vandercook Lake Public Schools in order to receive longevity. Years awarded for prior experience will not count towards those 15 years.

- L1 At the beginning of the 16th year of service, and continuing through the end of the 22nd year of service, \$1,250 shall be added to Step 12.
- L2 At the beginning of the 23rd year of service \$1600 shall be added to Step 12.

Non-Degree and Advance Degree Pay

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.

*Master's Degree — 30 semester hours of graduate credit shall be considered as the equivalent of an approved Master's Degree for a teacher in secondary school if at least 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 Master's Degree, at least 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 15 semester hours of graduate credit applied toward an awarded Master's Degree or included in 30 semester hours of graduate credit completed beyond the Bachelor's 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 Master's Degree.

To qualify for a change to the Master's 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.

APPENDIX B - SCHEDULE B

The listing of any activity under Schedule “B” shall not be interpreted as requiring that the activity will be provided. The Board may eliminate and/or combine any positions listed in Schedule B. Salaries not listed in Schedule B shall be negotiated.

Coaching Salaries 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.

*The percentages listed are applicable to steps 0, 1, 2, 3, and 4 of the B.A. schedule. 0 means no experience in the sport; 1 means 1 year experience in the sport at Vandercook Lake, and so on. Persons hired for a coaching position may be granted a maximum of 4 years outside experience by the Superintendent.

Fall Season

<u>Position</u>	<u>Coach</u>	<u>Assistant</u>	<u>Assistant</u>	<u>Auxiliary</u>
Varsity Football	15.0%	10.0%	9.0%	
J.V. Football	10.0%	9.0%		
8 th Grade Football	5.0%			
		3.0%		3.0%*
7 th Grade Football	5.0%			
Boy's Cross Country	7.0%			
Girl's Cross Country	7.0%			
M.S. Cross Country	5.0%			
Varsity Volleyball	12.5%			
J.V. Volleyball	9.0%			
8 th Grade Volleyball	5.0%			
7 th Grade Volleyball	5.0%			
Sideline Cheerleading	7.0%			
Girl's Golf	6.0%			

Winter Season

<u>Position</u>	<u>Coach</u>	<u>Assistant</u>	<u>Auxiliary</u>
Boy's Varsity Basketball	15.0%		
Girl's Varsity Basketball	15.0%		
Boy's J.V. Basketball	9.0%		
Girl's J.V. Basketball	9.0%		
Boy's M.S. Basketball	5.0%	5.0%	
Girl's M.S. Basketball	5.0%	5.0%	
High School Wrestling	12.5%		7%*
M.S. Wrestling	5.0%		
Boy's Bowling	5.0%		

Winter Season Continued

Girl's Bowling	5.0%
Competitive Cheer	6.0%
M.S. Competitive Cheer	5.0%

Spring Season

<u>Position</u>	<u>Coach</u>	<u>Assistant</u>	<u>Auxiliary</u>
Varsity Baseball	10.0%		
Varsity Softball	10.0%		
J.V. Baseball	7.0%		
J.V. Softball	7.0%		
Boy's Track	10.0%	7.0%	5.0%*
Girl's Track	10.0%	7.0%	
Boy's M.S. Track	5.0%		3.0%*
Girl's M.S. Track	5.0%		
Boy's Golf	6.0%		

* Percentage to be paid if the need for an Auxiliary Coach is determined by the Athletic Director

In the event that 1 person is the Coach for both Men's and Women's Cross Country, that person shall receive 12.5%.

Assistant coaches and Middle School coaches shall receive a minimum of 5%. Auxiliary coaches shall receive a minimum of 3.0%

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 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 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 Salaries The following Supervisory percentages will be applied to the Step 0 of the B.A. Schedule “A”

<u>Position</u>	<u>Grade</u>	<u>Percentage</u>
EL Class Advisor	K	.50%
	1	.50%
	2	.50%
	3	.50%
	4	.50%
MS/HS Class Advisor	5	.50%
	6	1%
	7	1%
	8	1%
	9	1.5%
	10	1.5%
	11	3.0%
School Improvement/ Department Chairs	12	2.5%
	EL	2%
	EL	2%
	EL	2%
English Department Head	EL	2%
	MS/HS	2%
	MS/HS	2%
	MS/HS	2%
	MS/HS	2%
Math Department Head	MS/HS	2%
Science Department Head	MS/HS	2%
Social Studies Department Head	MS/HS	2%
Special Education Department Head	MS/HS	2%
<u>Teacher Mentor</u>		
Mentor Year 1	<u>Grade</u>	<u>Percentage</u>
Mentor Year 2	ALL	1%
Mentor Year 3	ALL	1%
Mentor Year 4	ALL	.5%
Mentor Year 4	ALL	.5%
<u>Club</u>		
Quiz Bowl	<u>Grade</u>	<u>Percentage</u>
Robotics	HS	2%
	MS	1.5%
<u>Organization</u>		
MTD/STAND	<u>Grade</u>	<u>Percentage</u>
SADD		2%
NHS		3%
EL Student Council		3%
MS Student Council		1%
HS Student Council		2%
Yearbook		3%

<u>Organization</u>	<u>Grade</u>	<u>Percentage</u>
Vocal Music	EL	2%
Vocal (Extended Duties) Music	MS	4%
Vocal (Extended Duties) Music	HS	6%
Drama/Musicals	HS	5%
Instrumental Music	MS	4%
Instrumental Music	HS	6%
Marching Band	HS	6%
Spanish	HS	3%
Virtual Academy Coordinator	HS	8%

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 6 occasions will be entitled to 1 day off, per semester. A maximum of 1 compensatory day will be afforded to a teacher each semester 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 \$35.
- 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 1 weeks' notice.
- C. Not more than 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.

After School Tutoring:

- A. Bargaining unit members accepting Administration approved after school tutoring duties, shall be credited with an equivalent amount of time to that of a teacher substituting during their planning period. Such times will be of no less than 30 minutes and will be calculated by rounding to the nearest increment thereof.
- B. A bargaining unit member who tutors students on long term suspensions, or expulsions, will be paid at the rate of \$35 per student, per hour.

Summer Initiative: Salaries for summer school will be \$35, Data Retreat and School Improvement will be no less than \$95.

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 monies earned under Schedule B, will be paid in two installments. Half to be paid at the middle of the duration and half at the end of the duration.

Examples: The duration for a coach would be that of the initial practices through the end of the season. This would include any playoff games and equipment collection. Class advisors, NHS, and Student Council or other positions of a similar capacity would be considered a year long duration.

APPENDIX C – HEALTH INSURANCE AND OTHER BENEFITS

Insurance. The Board shall provide insurance under either PAK A or PAK 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.

PAK A Plans: These Plans include Health, Vision and Dental insurance; Life and Long Term Disability coverage. Detailed Plan Information can be found [HERE](#).

Plan A: MESSA Choices \$1000/\$2000 deductible, Saver Rx, 20% Co-Insurance

Plan C: MESSA Choices II \$500/\$1000 deductible with a Saver Rx Prescription Plan

Plan D: MESSA ABC 1 - \$1300/\$2600 deductible with a Saver Rx Prescription Plan

Plan E: MESSA Choices II - \$1000/\$2000 deductible with a Saver Rx Prescription Plan

For those employees electing Plan D, the district will fully fund half of the employee's 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 Plan D 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.

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

PAK B:

This Plan does not include Health Insurance but does include Vision and Dental insurance, Life and Long Term Disability coverage. Detailed Plan Information can be found [HERE](#).

New PAK B enrollees will receive a one-time \$750 Stipend, plus an annuity of \$500 per month. Members having already elected to take Plan B will receive an annuity of \$500 per month.

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.

APPENDIX D – 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 E - SCHOOL CALENDAR

The school calendar shall be in accordance with the [county-wide calendar](#), with mutual agreement by the parties for deviation. A current District Calendar(s) can be found [HERE](#). 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.