

**PROFESSIONAL AGREEMENT**  
**BETWEEN THE**  
**GLEN LAKE COMMUNITY SCHOOL DISTRICT**  
**AND THE**  
**GLEN LAKE FEDERATION OF TEACHERS**  
**AFT/MFT/AFL-CIO**



**2006 - 2009**

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AFT/MFT/AFL-CIO  
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## SECTION I - BASIC CONTRACTUAL PROVISIONS

### 1.1 MASTER AGREEMENT 2006/2007, 2007/2008, 2008/2009

This agreement entered into October 9, 2006, by and between the School District of the Glen Lake Community Schools, the City of Maple City, Michigan, hereinafter called the "Board," and the Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO, hereinafter called the "Federation".

### 1.2 RECOGNITION

Pursuant to Act 379, Public Acts of 1965, as amended, the District hereby recognizes the Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO, in the unit described below, as the exclusive representative for the purposes of collective bargaining, with respect to rates of pay, hours, and other terms and conditions of employment for the entire term of the agreement.

#### UNIT:

INCLUDING ALL CERTIFIED TEACHING PERSONNEL, BUT EXCLUDING SUPERVISOR AND EXECUTIVE PERSONNEL, SCHOOL PSYCHOLOGIST, VOCATIONAL EDUCATION DIRECTOR, CAREER EDUCATION DIRECTOR, COMMUNITY EDUCATION DIRECTOR, OFFICE AND CLERICAL EMPLOYEES, BUSINESS MANAGER, CUSTODIANS, BUS DRIVERS, MECHANICS, CAFETERIA EMPLOYEES, MAINTENANCE PERSONNEL, TEACHER AIDES, LIBRARY CLERKS, SUBSTITUTES, PLAYGROUND SUPERVISORS, SCHOOL NURSES AND ALL OTHER EMPLOYEES.

- A. The term "Federation", when used hereinafter shall refer to Glen Lake Chapter of the Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO.
- B. The term "Teacher", singular or plural, male or female, used interchangeably in this agreement, shall refer to all employees represented by the Federation in the bargaining or negotiation unit as above defined.
- C. The term "Board" shall include its officers and agents.

### 1.3 WITNESSETH

Whereas, the Board of Education as required by law to negotiate with the Federation on wages, hours and the terms and conditions of employment of teachers, through negotiations in good faith have reached agreement on all such matters and desires to execute this contract covering such agreement.

**1.4 EXTENT OF AGREEMENT**

- A. 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 to the agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- C. This Agreement shall supersede any rules, regulations, or practices of this Board, which shall be contrary to, or inconsistent with, its terms.
- D. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

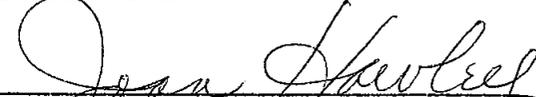
**1.5 DURATION OF AGREEMENT**

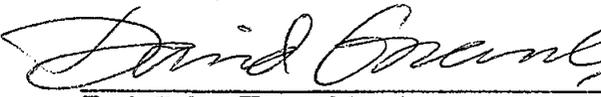
- A. Professional Agreement between the Glen Lake Community School District and the Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO for 2006-2009.
- B. This Master Contract shall be effective as of September 1, 2006, and shall continue in effect until August 31, 2009. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

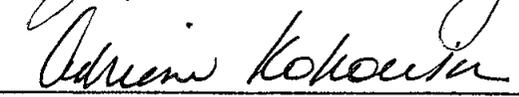
C. Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO

Glen Lake Community Schools Board of Education

  
\_\_\_\_\_  
President, GLFT

  
\_\_\_\_\_  
President, Board of Education

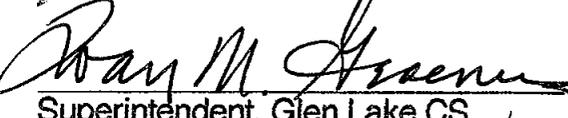
  
\_\_\_\_\_  
Federation Team Member

  
\_\_\_\_\_  
Board Member

  
\_\_\_\_\_  
Federation Team Member

  
\_\_\_\_\_  
Board Member

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Federation Team Member

  
\_\_\_\_\_  
Superintendent, Glen Lake CS

## 1.6 PAYROLL DEDUCTIONS

### A. Annuities

1. Section 403(b) of the Internal Revenue Code of 1954, as amended, permits the purchase of an annuity contract for an employee who performs services for an educational institution as defined in Section 151(d) (4) of the Internal Revenue Code of 1954.
2. Therefore, the Board's finance officer is authorized to adopt a proper procedure for the administration of handling of all funds, the handling and transmission of which has been made necessary through the adoption of the implementation of the annuity policy.
3. All teachers of the Glen Lake Community Schools shall be informed of the policy by the Board at the time of employment.
4. Participation in the annuity option will require the following:
  - (a) A minimum of five bargaining unit members must select and agree to utilize a specific carrier for at least (1) one year;
  - (b) Maximum number of carriers are limited to (5) five;
  - (c) Individuals opting for a carrier that subsequently falls below (5) bargaining unit participants; that carrier will count in the total of (5) maximum carriers.
5. The ideal number of carriers should be (3) three. The Administration, the Board, and the Bargaining Unit will work toward this goal.

### B. Credit Union

1. It is the policy of the Board that all members of the bargaining unit of this district may, if they so elect, subject to all applicable requirements and conditions, participate in the purchase of shares and all services of the TBA Education Credit Union.
2. The Board will provide payroll deduction service for members of the bargaining unit transacting business with the TBA Education Credit Union.
3. All members of the bargaining unit of the Glen Lake Community Schools and all individuals, who shall subsequently be employed, shall be informed of the credit union policy by the Board at the time of employment.

### C. SET Options

At the request of the employee, the Board shall payroll deduct the amount necessary to pay for MASB/SET, INC., or current carrier options:

- |                               |                                |
|-------------------------------|--------------------------------|
| 1. Group hospital confinement | 2. Group short term disability |
| 3. Group additional term life | 4. Group dependent life        |
| 5. Group survivor income      |                                |

## 1.7 DUES AND FEES

Upon written authorization of each teacher, dues to the Glen Lake Federation of Teachers shall be deducted from the teacher's salary in equal installments, beginning with the first pay in October through the last pay in May. Teachers who do not wish to be members of the Federation shall pay a service fee to the Federation as allowed by law. Any teacher who does not comply with the above shall have his service terminated at the end of the semester in which the violation occurs. Deducted sums shall be promptly disbursed upon direction of the Federation.

The Federation shall indemnify and save the school employer and school corporation harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the school employer or school corporation in reliance upon signed authorization cards or lists furnished to the school employer or school corporation by the Federation for the purpose of payroll deduction of dues.

The procedure in all cases of discharge for violations of this article shall be as follows:

1. The Federation shall notify the teacher within thirty (30) days of the start of the semester of the non-compliance by Certified mail with return receipt requested. Said notice shall detail the non-compliance and shall provide ten (10) days for compliance, and shall further advise the recipient that a request for discharge may be filed with the Board in the event of non-compliance.
2. If the teacher fails to comply, the Federation may file charges in writing with the Board and shall request termination of the teacher's employment. A copy of the notice of non-compliance and proof of service shall be attached to the charges.
3. The Board, only upon receipt of said charges and request for termination, shall conduct a hearing on said charges and to the extent the said teacher is protected by the provisions of the Michigan Tenure of Teachers, all procedures shall be in accordance with said act. In the event of compliance at any time prior to discharge, charges may be withdrawn. The Federation, in the processing of charges, agrees not to discriminate between various persons who may have refused to pay the amount specified.
4. The Federation shall have the right to compromise or settle any claim made against the Board pursuant to the terms of this article, subject to reaching mutual agreement with the Board.

## 1.8 SALARY

- A. The employees' salary will be paid in twenty-one (21) or twenty-six (26) installments beginning with the first pay period in September and every two weeks thereafter, except when the first pay period falls before teachers report to school. In this case the first pay will be received on the first day of school in September. Employees who are on 26 pays will have the option of taking a lump sum payment for the summer in the second pay in June providing the funds are available.
- B. Deductions
  1. Required:
    - (a) Federal Withholding Tax

- (b) State Withholding Tax
- (c) Social Security and Medicare Tax
- (d) Dues or service fees to professional organizations should start the first pay in October and extend through last pay in May, excluding the third pay in any given month, in equal installments, upon written authorization by the employee.
- (e) MPSERS deductions for MIP participants
- (f) Orders by courts of competent jurisdiction and court authorized agencies (child support, garnishments, judgments, etc.)

2. Privileged:

- (a) U.S. Savings Bond - first pay of each month
- (b) Annuities - See Section 1.6A, page 6.
- (c) TBA Credit Union - See Section 1.6B, Page 6.
- (d) MASB/SET, INC. INSURANCE or current carrier options - See Section 1.6C, Page 7.

- C. Changes in payroll deductions may be made upon written notice one (1) week prior to July 1, October 1, January 1, and April 1.
- D. The Employer may make corrections in an employee's pay due to bona fide Employer or employee error. In such cases, an explanation of the reason for the correction will accompany the pay adjustment.

**1.9 COPIES OF MASTER AGREEMENT**

Copies of the Agreement titled 'Glen Lake Community School and Glen Lake Federation of Teachers/AFT/MFT/AFL-CIO Master Agreement shall be reproduced within thirty days after the Agreement is signed. Copies will be presented to all teachers now employed or hereafter employed. The expense of reproducing the Agreement will be borne equally by the Board and the Federation.

**1.10 SCHOOL CALENDAR**

For the term of this Agreement, the school calendars shall be as set forth in **APPENDIX B**.

In the event that the board chooses to require days to be made up due to "Act of God" days (snow, ice, fog, epidemic, etc.), teachers shall receive no additional compensation unless eight (8) make-up days are exceeded. If more than eight (8) "Act of God" days are made up teachers shall be compensated at 1/185 of his/her salary for each day exceeding eight (8).

Teacher attendance days are defined as any day in which teachers are required to attend school for at least one half (1/2) of the school day.

Student attendance days are defined as any day in which student's are required to attend school at least one half (1/2) of the school day.

## 1.11 GRIEVANCE PROCEDURE

A claim by a teacher, or the Federation that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, may be processed as a grievance as hereinafter provided.

Any employee having a grievance shall first discuss the matter with his/her immediate supervisor informally within ten (10) working days following the alleged contract violation or the date the employee reasonable should have known of the violation.

Failure at any step of this procedure by the Board to communicate the decision on a grievance within the specified time limit shall permit the lodging of an appeal at the next step of this procedure. Failure to file a grievance or appeal a decision at any step within the specified time limit shall be deemed a withdrawal of the grievance.

The time limits established by this grievance procedure shall be strictly construed. The time limits may be extended only by written mutual agreement of the parties, except that time limits shall be extended for ten (10) days upon the written request of either party during a vacation period (as long as such written request is delivered to the other party within the usual time limits established by this grievance procedure)

### Step I

If, as a result of the informal discussion with the principal or supervisor, the alleged grievance still exists, he may invoke the formal grievance procedure on the form set forth in Appendix A, signed by the grievant and a representative of the Federation, which form shall be available from the Federation representative in each building. A copy of the grievance form shall be delivered to the principal within five (5) working days after oral discussion. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.

### Step II

Within five (5) working days of receipt of the grievance, the principal shall meet with the Federation's grievance representative in an effort to resolve the grievance. The principal shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Federation's grievance representative.

### Step III

If the Federation's grievance representative is not satisfied with the disposition of the grievance at Step II, within five (5) working days from receipt of the principal's disposition the grievance shall be transmitted to the superintendent. Within five (5) working days the superintendent, or his designee, shall meet with the Federation's grievance representative and shall indicate his disposition of the grievance in writing within five (5) working days of such meeting, and shall furnish a copy thereof to the Federation's grievance representative.

### Step IV

If the Federation's grievance representative is not satisfied with the disposition of the grievance by the superintendent, or his designee, within five (5) working days from receipt of the superintendent's disposition the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary, or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall

deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) working days thereafter. A copy of such disposition shall be furnished to the Federation's grievance representative. Grievance hearings at the Board level shall be in accordance with Michigan's Open Meetings Act, Public Act 267 of 1976.

#### Step V

If the Federation is not satisfied with the disposition of the grievance at the previous level, or if no disposition has been made within the period above provided, the Federation may file a Demand for Arbitration of the dispute with the American Arbitration Association, whose rules shall govern the arbitration proceeding. The Federation shall file for arbitration no later than thirty (30) calendar days from the date of Board action. The arbitrator shall have no authority to add to, subtract from, modify, change, alter or amend the terms and conditions of the Agreement.

The arbitration procedure shall remain in effect for the duration of this agreement, and may be revoked with notice upon expiration of the agreement.

The arbitrator's authority is limited to the following:

- 1) The arbitrator shall have no authority except to pass upon alleged violations of the expressed provisions of this agreement and to determine disputes involving the applications or interpretations of such express provisions.
- 2) The arbitrator shall have no power or authority to add to, subtract from or modify any of the terms of this agreement and shall not substitute his judgment for that of the employer, where the employer is given discretion by the terms of this agreement or by the nature of the area in which the employer was acting. The arbitrator shall not render any decision which would require or permit an action in violation of the Michigan school laws.
- 3) The arbitrator shall have no power or authority to rule on the suspension or discharge of a tenure teacher in those cases where the teacher or Federation timely initiates resolution of the issue through the Michigan Teacher Tenure Act.
- 4) The costs and expenses of the arbitrator shall be shared equally by the parties.
- 5) Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- 6) The discharge of a probationary employee, or the placement of a probationary employee on another year of probation shall not be subject to the grievance procedure. Discipline/discharge of non-probationary employees shall only be for just cause.

#### **1.12 NEGOTIATION PROCEDURES**

Representatives of the Board and the Federation negotiation committees may meet during the regular school year, by the request of either group, to resolve problems that may arise. These meetings are not intended to bypass grievance procedures, as set forth in this Agreement.

Each party will submit to the other, notice covering what it wishes to discuss. All meetings between the parties will be scheduled to take place at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed

Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Federation provided that the Negotiation Committee shall be empowered to effect temporary accommodations to resolve special problems.

Neither party, in any negotiations, shall have control over the selection of the negotiations representatives of the other party. "The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, and make concessions in the course of negotiations. After ratification by both parties, their representatives shall attach their signatures to the ratified agreement within five (5) days of ratification. There shall be three (3) signed copies for purposes of record. One (1) each will be retained by the Federation, the Board, and the Superintendent.

## **SECTION II - EMPLOYMENT RELATIONS**

### **2.1 HIRING, VACANCIES, PROMOTIONS AND TRANSFERS**

- A. The Board shall notify the Federation President, within five (5) school days after the beginning of each semester, or hiring date, concerning the employment of new staff members. The following information, in writing, shall be given:
1. Name
  2. Step on salary schedule
  3. Extra duties.
- B. Both parties recognize that the filling of vacancies, and/or newly created supervisory and administration positions, in accordance with the job description posting procedure, is the prerogative of the Board.
- C. Whenever a bargaining unit vacancy exists in the District, such vacancy will be publicized by written notice to the Federation President. After it has been determined to fill a position that has become vacant, or to fill a newly created position within the bargaining unit, the vacancy will be posted within five (5) school days, in all staff rooms of the schools and by e-mail to teacher mailboxes. Teachers are requested to submit, in writing, their intent to apply for a vacant position.
- D. Copies of administrative position postings will be made available to the Federation President, in staff rooms, and by e-mail to teacher mailboxes.
- E. In filling available positions, vacancies and transfers, the Employer will consider professional qualifications, background and experience, instructional and accrediting requirements, the No Child Left Behind Act of 2001, as amended, service to the school district, professional preference of teachers, the best interests of pupils and the school district, and other relevant factors as they relate to all applicants from within the school district and outside the school district. All things being equal, the preference will go to the internal candidate.

### **2.2 FEDERATION RIGHTS**

- A. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he may have under the Michigan General School Laws, or other applicable laws and regulations.

- B. The Federation shall have the same rights and responsibilities as the public in the use of school facilities and equipment.
- C. The Board and Federation may request study groups to have a closer working relationship between the School, the Federation and the public.
- D. The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, age, sex marital status, or membership in, or association with, the activities of any employee organization.

### **2.3 PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS**

- A. Only those teachers who meet or exceed the minimum requirements for being assigned as teacher in the State of Michigan (as outlined by the State of Michigan and its teacher certification agencies and/or departments) may be employed by the Board for a regular teaching assignment, or as may be required in a specific position or positions, must meet or exceed the minimum requirements as outlined in the No Child Left Behind Act of 2001, as amended, and be "highly qualified" for his/her teaching assignment (as defined by the ESEA and the Michigan Department of Education).
- B. Any assignments, with the exception of class sponsors grades 9-12, in addition to the normal teaching schedule during the regular school year, including driver education, extra duties, adult education and summer school courses, will not be obligatory. Consideration in making such assignments will be given to teachers regularly employed in the school district whenever practical and possible, however the qualifications of each applicant (teacher and non-teachers) being considered will be the determinant factor in making the assignment. The federation will provide four (4) sponsors per class for grades 9-12 when practical and possible. These four sponsors shall be teachers in grades 9-12. If fewer than four (4) are assigned then the percent of reimbursement will be divided among the assigned sponsors.
- C. Teachers shall be notified of their assignments for the following school year by the preceding first day of July. In the event changes of assignment are proposed during the summer, teachers involved shall be notified and consulted as soon as possible.

### **2.4 TEACHER EVALUATION**

- A. It shall be a major administrative responsibility to assist teachers to become oriented to the district and improve instruction through direct and ongoing observation of the teacher's work and providing written summaries of those observations together with any recommendations the administrator may have for the teacher.
- B. Probationary teachers shall be evaluated each year of their probation. Each probationary teacher will be provided with an individualized development plan as developed by the Administrator in consultation with the probationary teacher. Each probationary teacher shall be evaluated two times per year, based on two classroom observations held at least sixty calendar days apart, unless a shorter interval is mutually agreed upon by the probationary teacher and the administrator. The second of these evaluations shall serve as an annual year-end performance evaluation. Tenured teachers will be formally evaluated at least once every three years. The

visitation portion of the formal evaluations shall be completed by May 1st of the school year for which the evaluation has been scheduled. The written evaluation shall be completed and shared with the staff member within ten (10) school days of the classroom observation. If the Administrator fails to do the evaluation of a tenured teacher during the assigned year, the teacher will receive a satisfactory evaluation.

In those cases where a tenure teacher has received less than a satisfactory performance evaluation, the Administrator will provide the tenure teacher with an individualized development plan in consultation with the teacher. At the request of the teacher, the Administrator will assist the teacher in identifying or acquiring resources which may be helpful in meeting the requirements of the individualized development plan.

C. The following format shall be established for formal evaluation:

1. A goal setting conference shall be held between the teacher to be evaluated and the administrator.
2. The administrator will attempt to complete all goal setting conferences by September 30th.
3. Goals will be established -by -mutual agreement of both parties.

D. The goal or goals may come from but are not limited to the following areas:

1. Teaching goals - Examples of teaching goals involve the areas of lesson planning, classroom climate, classroom management, principles of learning.
2. Learner goals - Examples of learner goals involve working to affect student outcomes or improve student deficiencies.
3. Program goals - Examples of program goals include goals aimed at making better use of curriculum, materials, and activities.
4. Organizational goals - Examples of organizational goals are goals designed to meet minimal expectations.

E. Data collected to determine progress toward goals shall be collected in the following ways.

1. Classroom observations - The administrator shall observe the teacher a minimum of one time per year for tenured teachers and two times per year for probationary teachers.
  - (a) Each observation shall be preceded by a pre-observation conference between the administrator and the teacher so that the administrator can be apprised of the teacher's objectives, methods, and materials planned for the teaching-learning situation during which the teacher is to be observed
  - (b) Each observation shall last at least forty-five minutes.

- (c) Following the collection of the above data, the administrator shall share a written report of the observed period and hold a conference with the teacher within ten (10) school days.
2. In addition to the formal observation process outlined in E. above, administrators shall include ongoing observation(s).
    - (a) The administrator shall base the ongoing observation on shorter classroom visits. If data from an ongoing observation is to be utilized for teacher evaluation, a written copy of the data will be shared with the teacher at a conference held within five (5) school days of the ongoing observation.
    - (b) Suggestions to improve a teacher's performance and/or to help correct a perceived problem will be given to the teacher in writing within five (5) school days of the administrator's observation.
- F. No evaluation shall unduly interfere with the normal teaching-learning process.
  - G. If an administrator believes a teacher is doing unacceptable work, the reasons therefore shall be set forth in specific terms as shall an identification of the specific ways in which the teacher is to improve and of assistance to be given by the administrator and other staff members. In subsequent observation reports, specific deficiencies which have been corrected will be so indicated in writing.
  - H. A teacher who disagrees with an observation or recommendation may submit a written answer which shall be attached to the file copy of the observation in question and/or submit any complaints through the grievance procedure.
  - I. Extra duty assignments shall not be subject to the evaluation process as outlined above.

## **2.5 PERSONNEL FILES**

- A. Each teacher shall have the right, upon request (subject to the "Bullard-Plawecki Employee Right to Know Act"), to review the contents of the personnel maintained in the teacher's name in the office of the Superintendent. A representative of the Federation may, at the teacher's request, accompany the teacher in this review. The review shall be made in the presence of the Administrator responsible for the safekeeping of these files.
- B. Signed, written complaints by a parent of a student, or any person directed toward a teacher and deemed serious enough to become a matter of a formal record, shall be promptly called to the teacher's attention no later than three work days from the time of receipt of the complaint whenever possible. The teacher involved is entitled to know the nature of the complaint and the identity or source of all such complaints at the time of notification unless such information is exempted by law.
- C. Any material relative to a teacher's conduct, service, character or personality, including written complaints, shall not be placed in the personnel file maintained in the teacher's name in the Office of the Superintendent unless the teacher has received a copy of the material to be filed. This copy is to be signed by the teacher in front of another teacher or the teacher's choice or a GLFT representative. In the event the teacher refuses to sign said copy, a statement, stating such, will be placed on the copy and the witness will sign this statement. The teacher's signature does not indicate agreement with the contents to be filed.

- D. The teacher shall have the right to answer any material contained in the file and the answer shall be attached to the file copy. In the event an arbitrator rules the material in file and/or charges made against a teacher proved to be false, those records and materials will be destroyed.

## 2.6 REDUCTIONS IN PERSONNEL, SENIORITY AND RECALL

- A. **Seniority** - Shall be defined as total years of continuous service to the Glen Lake School District within the bargaining unit.
1. Seniority shall not continue to accumulate when bargaining unit members are on unpaid leaves. Seniority shall be frozen at the time of leave, and accumulation will begin upon return to service.
  2. Title I and other Special or Federal program teachers shall accrue seniority the same as all other teachers.
  3. Date of hire is to be defined as date of formal Board action. In the circumstance of more than one individual having the same effective date of hire, all individuals so affected will participate in a drawing to determine placement on the seniority list. Seniority shall be expressed in years and months.
  4. Seniority will continue to accumulate for those members of the bargaining unit who are on layoff.
  5. At the beginning of each school year, the Administration shall prepare a seniority list. Copies shall be posted in the teachers' workrooms, and a copy given to the bargaining unit President by October 1.
- B. **Layoff** - Shall be defined as a necessary reduction in the work force as determined by the Board.
1. In the event a layoff is necessary, as determined by the Board, the Board will retain as nearly as possible those fully certified and fully qualified tenure teachers having the longest seniority.
  2. Should a further reduction be necessary, then tenure teachers with the least number of years of seniority will be laid off, provided there are fully certified and fully qualified teachers to replace and perform all the needed duties of those laid off.
  3. Fully qualified and fully certified shall be as defined by North Central Association of Schools and Colleges and/or the State of Michigan, Department of Education. A teacher who is required, pursuant to the ESEA, to be "highly qualified" for his/her teaching assignment (as defined by the ESEA and the Michigan Department of Education) by the end of the 2006-07 school year

and who is not "highly qualified" for his/her-teaching assignment shall be granted the first vacancy for which he/she applies and is qualified for that does not require said teacher to be "highly qualified." If no such position is available, and if there is no vacancy available for which said teacher is "highly qualified", said teacher shall be treated under the Layoff & Recall provisions of this Agreement as if his/her current position had been eliminated.

4. A laid off bargaining unit member shall, upon application, be granted priority status on the district substitute list.
5. The Board shall give no less than sixty (60) days written notice to the teacher being laid off. Notice will be provided by certified mail, return receipt requested, to the last known address of the teacher laid off. A copy of the notice will be given to the bargaining unit president.
6. In the event of a necessary reduction in staff, the Board agrees to actively consider all requests for leaves of absence as an alternative to staff reductions.

C. **Recall** - The procedure under which laid off members of the bargaining unit shall be recalled to work.

1. Laid off bargaining unit members shall be recalled to the first vacancy, for which they are fully certified and fully qualified, in reverse order of layoff.
2. A laid off bargaining unit member shall be considered laid off until he/she is reinstated in the District. Refusal of an offer from the Employer of a position for which the laid off bargaining unit member is fully certified and fully qualified or failure to respond within thirty (30) days of the receipt of a written offer of a position made by the Employer shall be cause for termination.
3. Notification of a recall shall be in writing with a copy given to the Federation President. The notification shall be sent by certified mail, return receipt requested, to the bargaining unit member's last known address. It shall be the responsibility of each bargaining unit member to notify the Employer of any change of address.
4. Recalled bargaining unit members shall be entitled to all sickness and leave benefits accumulated prior to layoff.

## 2.7 DISCIPLINE OF TEACHERS

### **Professional Behavior**

Teachers are expected to comply with all policies, rules, regulations, and directions adopted by the Board or its representatives which are not in conflict with the provisions of this Agreement. A teacher may refuse to carry out an order which threatens physical safety or well-being.

No tenure teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

If a teacher is to be subject to discipline as serious as a written reprimand by the Board, he/she shall be entitled to have a Federation representative present.

## **2.8 PROFESSIONAL IMPROVEMENT**

The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies and participation in community educational projects.

## **2.9 BOARD OF EDUCATION RIGHTS**

The Board retains all rights, powers and authority vested in it by the laws and constitution of Michigan and the United States. The Board reserves unto itself all rights, powers and privileges inherent in it or conferred upon it from any source whatsoever, provided, however, that all of the foregoing being manifestly recognized and intended to convey complete power in the Board shall nonetheless be limited but only as specifically limited by express provisions of this agreement and under Act 379 of the Michigan Public Acts of 1965. Rights reserved exclusively herein by the Board which shall be exercised exclusively by the Board shall include by way of illustration and not by way of limitation, the right to:

1. Manage and control the school's business, the equipment, the operations and affairs of the employer.
2. Continue its rights and past practice of assignment and direction of work of all of its personnel but not in conflict with the specific provisions of this agreement.
3. The right to direct the working forces, including the right to hire, promote, suspend and discharge employees, transfer employees, assign work to employees, determine the size of the work force and to lay off employees.
4. Determine the services, supplies and equipment necessary to continue its operations and to determine the methods and standards of operation, including the institution of new and/or improved methods or changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees.
7. Determine the location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments, divisions or subdivisions thereof and the relocation or closing of offices, departments, divisions or subdivisions, buildings or other facilities.
8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
9. Determine the size of the management organization, its functions, authority, amount of supervision and table of organization provided that the employer shall not abridge any rights from employees as specifically provided for in this agreement.

## **2.10 JOINT INSTRUCTIONAL COUNCIL/IN-SERVICE TEACHER DEVELOPMENT**

### **A. In-Service Training Days:**

1. Regularly scheduled In-Service training shall be scheduled in the calendar, Monday through Friday unless mutually agreed by the majority of the In-Service Committee.

2. A committee of three (3) will be appointed by the Federation and shall meet with two (2) administrative representatives to plan the In-service sessions and staff work days. There shall be a mandatory meeting of the committee held annually, not later than June 30 of the previous school year at which a regular schedule of future meetings will be set. Program content will be redetermined by mutual agreement of both parties.
3. Professional Improvement: The administration agrees to consider any application from teachers who desire to attend select professional conferences or workshops related to teaching assignment and Michigan Department of Education Curriculum Committee meetings. Travel, meals, lodging, and registration fees will be deemed appropriate expenses of the Board, as well as the cost of the substitute teacher needed to relieve the participant. A teacher attending such conference and meetings shall be granted sufficient leave time to attend without loss of compensation. If advance notification is given, hotel and conference fees will be paid in advance to the conference sponsor and hotel. Reimbursement for personal expenses will be made at the first regularly scheduled board meeting following submission of required documentation, but at no time will reimbursement be made that is in excess of established Board limits. Documentation for personal expense reimbursement must be received one week prior to the next regularly scheduled board meeting.
4. Staff members attending meetings, conferences, work sessions, or other programs at the request of the Board of Education or the Board's agents during non-contractual days will be compensated at the rate of \$80.00 per day or the appropriate portion thereof based on a seven (7) hour day for the actual days of the meeting, conference, or other program. This compensation will be in addition to any travel expense incurred in relationship to the meeting, conference, work session, or program. At the Employer's discretion, staff members may be granted a comp day (in addition to the compensation outlined above) when providing multiple days of service to the Employer. Comp days shall be treated as personal days, but shall not roll over or accumulate.

B. Curriculum and Instruction:

1. The Employer and the Federation shall work together to provide for an ongoing evaluation of instructional programs, with the intent of developing, maintaining and updating the curriculum and instructional programs of the district to meet the ongoing needs of the district and/or to meet state and/or federal recommendations and/or requirements.
2. Curriculum and instructional program development changes will comply with state and/or federal requirements and will be placed before the Board of Education for approval in a timely fashion.
3. Employer and Federation representatives will meet in September each year to outline areas of curriculum and instructional program review (with anticipated timelines). The outline and timelines may be reviewed and adjusted throughout the year to meet the needs of the district and/or to meet state and/or federal recommendations and/or requirements.
4. Membership from the District School Improvement Committee will be responsible to:

- (a) Annually review policies concerning all testing programs and instructional programs.
- (b) Review and make recommendations on all proposed textbook adoptions and proposed pilot experimental and/or innovative educational programs.
- (c) Watch over to guide and see that proposed initiatives/changes are happening and following expected timelines.

At least one principal, teacher and counselor will minimally represent the elementary and secondary school from their respective building to see that these expectations are met.

## **2.11 TEACHERS' RIGHTS**

Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Federation for the purposes of engaging in collective bargaining or negotiations. As a duly elected body exercising governmental power under cover of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or Constitutions of Michigan and the United States, that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Federation, his participation in any activities of the Federation or collective professional negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

### **SECTION III - TEACHING CONDITIONS**

#### **3.1 TEACHING HOURS**

- A. The regularly scheduled day for both the elementary and secondary teachers shall be seven (7) hours and twenty-one (21) minutes (8:00 a.m.-3:21 p.m.). Teachers are required to report for duty fifteen (15) minutes prior to the scheduled school day for students, and are required to remain on duty twelve (12) minutes after students are released. In the event school is dismissed early, teachers shall be required to stay on duty until the end of the normal teaching day, except under dismissal for hazardous conditions. Under hazardous conditions, teachers will be required to remain until all students have safely cleared the buildings. Attendance is also required at any school staff meeting held during a school day. Exceptions to these regulations will only be with the permission of the building principal. Adjustments to the instructional day may be made by the Board during the term of this contract only if necessary to meet the annual minimum hours of instruction required by the State Department of Education. If adjustments become necessary, such adjustments will be made only after consultation with the Federation.

Elementary staff members may be assigned by the principal to afternoon recess duty to the extent that it is required to satisfy the State of Michigan requirements for student-teacher contract time. Up to two (2) certified teachers may be used for recess duty. Teachers may also be assigned to supervise morning kindergarten recesses to the extent necessary to meet annual minimum hours of instruction as required by the State Department of Education.

- B. The regular day for middle school teachers shall include a preparation period equal to a regular class period, six teaching periods, and any assigned homeroom period. The weekly preparation time provided to high school teachers will be similar to the amount of preparation time provided weekly to middle school teachers. Middle and secondary teachers shall have an uninterrupted duty free thirty-five (35) minute lunch period.
- C. The regular day for elementary teachers shall include twenty-one (21) minutes of recess time per day, and teaching periods as scheduled by the principal. Elementary teachers may use recess time and time during which their classes are scheduled for instruction from various teaching specialists as professional periods and for class preparation. The parties agree that, except for economic conditions with the budget, teachers will receive three preparations periods per week. One thirty-five (35) minute library special shall be provided per week, which may also be used as a professional period. Elementary teachers shall have an uninterrupted thirty-five minute duty-free lunch period.

Teaching staff may use their prep time as they deem necessary to prepare instructional materials, evaluate student work, and confer with colleagues.

In the event that teaching staff are directed by an administrator to form grade level work groups, the teaching staff directly involved shall determine the meeting's location, time, and duration in consultation with the building level principal. Meetings can be conducted during regular school business hours, unless another time is agreeable to all workgroup members.

In the event that teaching staff is directed by an administrator to provide a written summary of grade level work group meetings, the teaching staff directly involved, along with input from the principal, will determine the format of the summary.

D. **Part-Time Teachers:**

1. **Benefits and Salary:** A part time teacher will receive prep time, benefits and salary compensation equal to the percentage of employment.
2. **Required Meetings:** A part time teacher will be required to attend all meetings contiguous to his/her regularly scheduled workday. If a part time teacher is required to attend a meeting or work outside his or her contract hours of employment, the principal shall notify the teacher in writing, giving at least forty-eight (48) hours notice. The principal may require attendance beyond the regularly scheduled workday under emergency situations.
3. **Recess Duty:** Part time elementary teachers shall only be required to work a fraction of the recess duty required of full-time elementary teachers. The fraction shall be equal to the percentage of employment.

**3.2 CLASS SIZE**

- A. The Board recognizes that the pupil-teacher ratio is an important aspect of an effective educational program and that effort will be made to provide for the optimum class size whenever possible.

- B. When need is shown for advanced programs, effort will be made to implement the programs.
- C. While the Board retains the right, at its sole discretion, to establish pupil-teacher ratio and/or to approve/disapprove advanced programs, the Federation is encouraged to provide timely written recommendations to the Board (through the Superintendent of Schools) in regard to pupil-teacher ratio and/or advanced programs.

### **3.3 TEACHING CONDITIONS**

- A. All Teachers will be entitled to a duty-free lunch period.
- B. Definition of a professional period -- A professional period is one used for class preparation, student counseling, curriculum or other school related activities.
- C. Building Principals shall assign each new teacher to an experienced tenure teacher. The tenure teacher will act as a mentor teacher and in an advisory capacity to the new teacher.

## **SECTION IV - LEAVES OF ABSENCE**

### **4.1 JURY, PROFESSIONAL, AND FEDERATION LEAVE**

- A. Jury Duty:

A teacher called for jury duty, or to give testimony before any Judicial or Administrative Tribunal, on a scheduled teacher work day shall receive their full daily salary with the jury pay being returned to the Board of Education less mileage allowance. Excused time will be for actual travel and time necessary to perform said obligation. (EXAMPLE: If employee spends 1/2 day in court, then employee is expected to return to work for the remainder of the day.) Such time lost shall not be deducted from accumulated sick leave. The District shall not be obligated for said above compensation when such testimony or duty is connected with non-school employment.

- B. Professional:

At the beginning of every school year, each teacher may be credited with three (3) days to be used for the teacher's professional business. These days shall not be

deducted from sick leave or any other leave. The teacher planning to use a professional business day shall confer with and obtain approval from his principal at least one (1) week in advance of his absence. The teacher shall leave complete plans and adequate materials for substitute use. Professional Business days shall be used for the purpose of:

1. Visitation to view other instructional techniques or programs;
2. Conferences, workshops, or seminars conducted by colleges and universities. Professional organizations as related to their teaching or co-curricular assignment.

C. Federation:

At the beginning of every school year, the Federation shall be credited with twelve (12) days to be used for union business by teachers who are officers or agents of the Federation. No one (1) teacher shall be entitled to more than five (5) days per school year. Not more than four (4) teachers will be released at any one time. These days shall be used for Federation business only. The Federation agrees to notify the Board no less than forty-eight (48) hours in advance of taking such leave. The president of the Glen Lake Federation of Teachers shall be granted an additional three (3) days per year to be used for union business. The Federation shall reimburse the Board for the cost of any substitute teacher(s) required for any such day or days used beyond seven in any school year.

**4.2 SABBATICAL LEAVE**

- A. Any teacher, who has been employed for at least seven (7) consecutive years in the Glen Lake Community School District, may be granted a Sabbatical Leave for one (1) year. During said Sabbatical Leave, the teacher will be considered to be in the employ of the Board and shall be paid one-half (1/2) of his/her annual base salary only.
- B. A teacher shall return as an employee of the school district in the school year following the leave, and shall remain an employee for a minimum of one (1) year following return from the leave, or return to the Board of Education all of the sabbatical pay.
- C. A teacher, upon return from a Sabbatical Leave, will be returned to his former position or to a position of like nature and status, and will be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. Application for leave will be submitted to the Board by April 1st of the year preceding requested leave and the final decision to grant or deny application for leave will rest with the Board. The Board will notify applicant within forty-five (45) days of application if possible.
- D. Two (2) teachers may be granted a Sabbatical Leave of a minimum of one (1) semester or one (1) teacher a maximum leave of one (1) school year. Total leave is not to exceed one (1) school year.

**4.3 UNPAID LEAVES OF ABSENCE**

- A. A leave of absence of up to and including one (1) year may be granted to any tenured teacher upon application. The application must be submitted, for consideration, prior to April 1st of the year preceding requested leave. The teacher shall advise the Board of his/her intent to return to duty, not later than March 1st preceding his/her official scheduled return date. Failure to notify the Board, by certified mail, shall be considered voluntary termination of employment with the school district.
- B. A Military Leave of Absence shall be granted to any teacher who shall be inducted, or shall enlist, for Military duty in any branch of the Armed Forces of the United States. Upon return from such leave, a teacher will be placed at the same position on the salary schedule as he/she would have been had he/she not taken the leave. Military leave for enlistment shall only be during periods of national emergency.

#### 4.4 SICK-BUSINESS-PERSONAL LEAVE DAYS

- A. Employees will be granted eight (8) sick, two (2) business and two (2) personal days yearly. The unused portion of such leave shall accumulate as sick leave from year to year to a maximum of one-hundred-ten (110) days. (Employees with an accumulation of sick leave in excess of one-hundred days on September 1, 1990, or one-hundred-ten (110) days on September 1, 2002, shall not lose those days accumulated over one-hundred-ten (110) days, and shall retain such days in their sick leave bank until used).

In the year of retirement an employee may accumulate the current year's granted sick leave in excess of the 110 day limit.

1. **Sick leave** - Sick leave will be granted for illness or injury to the employee and his/her immediate family. Immediate family will be considered spouse, child(ren), and/or parents. A doctor's affidavit may be required if there is reasonable cause.
2. **Business days** - Business days shall be credited to each teacher at the rate of two (2) per school year. Business days will be granted for business which cannot be taken care of after school hours, weekends or vacation periods. Teachers are required to state nature of business when applying for business days. These days shall be applied for at least three (3) days in advance, except in the case of an emergency. Business days will not be granted for vacation, recreational or financial enhancement, nor immediately before or after a holiday or vacation period, except in the case of an emergency. Unused business days will be rolled into the individual teacher's sick bank.
3. **Personal days** - Personal days shall be credited to each teacher at the rate of two (2) days per school year. It is the intent of the parties that these days be used at the discretion of the individual teacher. These days shall be applied for at least three (3) days in advance, whenever possible. Unused personal days will be rolled into the individual teacher's sick bank.

One personal day per year may be used before or after a holiday period based on the following selection criteria:

- (a) Thanksgiving, Christmas, Spring Break, and Memorial Day are eligible holidays.
- (b) All applications for the above holidays will be submitted to the Superintendent or his designee by October 1 of the applicable contract year.
- (c) No more than 10% of the teaching staff will be released on any given day. In the event more than 10% of the teaching staff requests a given day, a random selection will be held to determine which staff members will receive the requested date. All individuals will be notified of the disposition of their request within one calendar week after the selection process. The Superintendent and one member of the GLFT Executive Board will supervise this process. Adjustments to this process may be made by mutual consent of the agreeing parties through the Superintendent

and the GLFT President. Ten Percent (10%) shall be interpreted as five staff members for the duration of this contract. Married couples shall put both names on one slip for the drawing, and if drawn in the selection process shall count as one staff member for the purposes of this provision.

4. **Attendance Incentive** - Teachers will receive an attendance incentive award if they use no more than the following combination of sick, business, and personal days.

No more than	Award
3 days used	\$ 100
2 days used	200
1 day used	300
0 days used	400

It is the teacher's responsibility to notify the Superintendent's Office of qualification for the attendance incentive.

- B. Leave accrual prior to present contract year shall be treated as sick leave only. Utilization of accrued sick leave may require physicians verification of illness if there is reasonable cause.
- C. No more than fifteen percent (15%) of the bargaining unit shall be granted non-illness personal days at any one time. Applications will be granted on a first-come, first serve basis. In cases of emergency, the three (3) day advance notice personal leave and the fifteen percent (15%) limit may be waived by the Superintendent.
- D. **Teacher sick-bank** - The Board of Education will donate a number of sick days per school year equal to the number of employees listed on the seniority list for that school year, not to exceed a maximum of 140 days. The establishment of the sick bank is to protect the teachers/ wages from a catastrophic illness or injury. A committee will be established, consisting of two (2) Federation Executive Officers and two (2) Board of Education appointees. The current committee established rules and guidelines for handling teacher requests for catastrophic sick leave are as follows:

1. Eligibility

- (a) "Sick Bank Committee" shall be established to receive, screen, and approve eligible applications. The committee will consist of a GLFT officer (chairperson), one other GLFT member (selected by the executive committee), and two school board representatives (selected by Superintendent). The Sick Bank Committee shall need a majority decision to approve an application. Any committee member applying for bank days will be replaced by another GLFT member. Voting by committee members will be kept confidential and the chairperson will present a written explanation for the committee's decision to the applicant. Decision of the committee is final and non-grievable.

(b) Eligible applicants shall:

- (1) Be a contracted teacher of Glen Lake Community Schools and member of GLFT (or a contracted teacher who has paid GLFT dues).
- (2) Have used all accumulated leave days.
- (3) Submit a completed application to the GLFT president (and copy given to the superintendent). The Sick Bank Committee shall act on the application within two working days after the applicants final leave day is used. Awarded days will be retroactive. (See Appendix F)

2. Application and Use of Days:

(a) Completed application must be accompanied by:

- (1) Two physician's statements supporting applicant's claim (one of whom may be selected by the board).
- (2) A promissory note stating in the event the applicant is found to have been gainfully employed, full or part-time, they shall reimburse any used days paid out of the bank during that employment (see Appendix G).

(b) Use of the bank days will:

- (1) Begin and end on the days approved by the bank committee.
- (2) Stops when the user is eligible for short or long term disability benefits.
- (3) Be for catastrophic, emergency or unavoidable type disabilities (illness or injury of the applicant).

E. A teacher, who is unable to teach because of personal illness or disability and who has exhausted all sick leave available, may be granted a leave of absence without pay for the duration of such illness or disability up to a maximum of one (1) year. The leave may be renewed for an extended period upon written request by the teacher and with the right of the Board to verify the reasons advanced for the leave. At the Board's discretion, the teacher may be required to submit to a physical examination by a Physician selected by the Board, and at the Board's expense.

F. Upon the death or retirement of a teacher (in accordance with the Michigan Public School Employees Retirement System and/or Social Security Act), the accumulated sick leave to his/her credit shall have the cash surrender value of thirty-three percent (33%) per day of up to one-hundred twenty-two (122) days, maximum of forty and one-quarter (40 1/4) days pay, computed at the rate of the average daily salary for the last five (5) years of employment, or in case of death and employed less than five (5) years, the average daily salary of years employed.

#### **4.5 BEREAVEMENT LEAVE**

- A. Up to four (4) days leave with pay will be granted for death in the immediate family per occurrence. The immediate family shall be interpreted as: Spouse, Father, Mother, Father-in-law, Mother-in-law, Grandparents, Children, Sisters, Brother or dependent (dependent being one who qualifies under Internal Revenue Service Regulations.) Such days shall not be deducted from any other leave.
- B. Additional leave may be granted for death in the immediate family due to extenuating circumstances. Said leave, at the discretion of the employee, shall be deducted from either personal or accumulated sick leave.
- C. At the Superintendent's discretion, up to three (3) days may be granted in the death of a person who was closely associated with the employee. Said leave, at the discretion of the employee, shall be deducted from either personal days or accumulated sick leave.

### **SECTION V- COMPENSATION AND BENEFITS**

#### **5.1 HEALTH INSURANCE**

The Board will provide the insurance at its full initial monthly premium cost through June 30, 2004. Beginning July 1, 2004, the Board will pay up to a maximum of ten percent (10%) of any annual increase in insurance premium costs. Any such annual increase in costs shall not exceed ten percent (10%) annually until a successor contract is ratified by both parties. Annual insurance premium costs in excess of ten percent (10%) will be the responsibility of employees. Employees will be responsible for co-pays and deductibles that go beyond the in network deductible.

Both parties recognize that the cost containment language as outlined in the above paragraph is in effect only during the term of this contract and until a successor contract is reached. Consequently, both the Employer and Federation have the right to negotiate new or revised terms covering health insurance for GLFT bargaining unit members as the parties negotiate a successor contract.

Medical Plan Options:

1. MEBS HRA Medical Plan with BCBSM Flexible Blue 2 (PPO) with 100% Rx which includes a debit card, 1250/2500 deductible.
2. MEBS HRA Medical Plan with BCBSM Flexible Blue 2 (PPO) with Caremark \$10/\$60 2x Rx with Mandatory Mail-order and DAW Option 3, 1325/2800 deductible.
3. MASB/SET/SEG HRA Medical Plan with BCBSM Flexible Blue 2 (PPO) with 100% Rx which includes a debit card, 1250/2500 deductible.
4. MASB/SET/SEG HSA Medical Plan with BCBSM Flexible Blue 2 (PPO) with 100% Rx which includes a debit card, 1250/2500 deductible.

For any of these plans the Board will provide the payment of the in network deductible listed in the medical plan options.

If Employer insurance premium costs for bargaining unit employees exceed a ten percent (10%) increase beginning July 1, 2004, the Employer and Federation will meet within thirty days of any announced rate change to discuss options, and the Employer will implement one or more of the following at the discretion and direction of the Federation in mutual agreement with the Employer (the Employer and Federation mutually agree that they will not unreasonably withhold mutual agreement).

1. Adjust benefit levels or insurance plans to keep costs within a ten percent (10%) increase as mutually agreed between the Employer and Federation.
2. Reduce the employee salary schedule in an amount which would equal the increase in any costs for insurance greater than ten percent (10%).
3. Deduct the difference through payroll deduction utilizing the IRS Section 125 plan.
4. Another plan recommended by the Federation to which the parties mutually agree.

Such decision and direction from the Federation will be made known to the Employer in writing no later than thirty days after the new insurance rates are known and the Employer and Federation have mutually reached agreement on how to proceed (the Employer and Federation mutually agree that they will not unreasonably withhold mutual agreement).

Prior to institution of a change of carrier/plan for health, dental, vision or LTD insurance, the Board shall meet and confer through a committee of two management representatives and two Federation representatives. This information will be communicated to the membership. Both the Employer and Federation realize that implementation of changes will require a minimum of sixty (60) days.

An employee must work a minimum of half time to qualify for benefits. Those employees working a minimum of half time but less than full time will have benefits pro-rated.

All married teaching teams will be considered as one employee in computing health insurance premium assessments and supplemental severance/retirement accounts.

Employees in the bargaining unit who are covered by health insurance available elsewhere or who elect not to be covered by health insurance under the terms of this agreement, shall be permitted to purchase insurance options available through MASB/SET or current carrier. The board will subsidize this purchase in the amount equal to 50% of a single subscriber health insurance premium.

Such options shall be in lieu of health insurance. When both spouses are employees of the Glen Lake Community Schools, one spouse shall be designated as the primary insured for full family health coverage purposes. The remaining spouse will be designated as dependent and will be entitled to the optional coverages specified in this section.

## 5.2 DENTAL INSURANCE

The Board shall provide without cost to the employee the MASB/SET incentive Dental Care Plan 50/50/50, or its equivalent (Sept. 1, 1984 level) for all employees of the bargaining unit and their dependents including internal and external coordination of benefits.

## 5.3 DISABILITY INSURANCE

The Board will provide without cost to the employee, long term disability insurance plan (66 2/3% salary, 60 day waiting period).

## 5.4 VISION CARE

The Board will provide without cost to the employee MASB/SET Insurance plan Basic Vision (3X), or its equivalent (Sept. 1, 1984 level) for all employees of the bargaining unit and their dependents including internal and external coordination of benefits.

## 5.5 PROFESSIONAL MILEAGE COMPENSATION

Teachers required to drive personal automobiles in the course of their work shall receive an allowance at the Internal Revenue Service rate.

## 5.6 SUBSTITUTE PAY

Regular teachers may substitute at fifteen dollars (\$15.00) per fifty (50) minute class period or thirty dollars (\$30) per block schedule class period, or receive compensatory equal to the time spent as substitute, not to exceed eighteen (18) hours, and only to be used during the afternoons of the secondary exam schedule. The substitutions shall be for the purpose of emergencies and unexpected situations only.

## 5.7 EXTRA-CURRICULAR DUTIES

- A. Extra duty assignments and salary percentages for the coming school year will be posted by April 1 of the current year. Application for an extra duty position will be submitted in writing no later than April 15.
- B. Contracts for extra duty assignments will be tendered by **June 1** of the current year, whenever possible.
- C. If a teacher is dismissed from an extra-curricular assignment or an extra-curricular contract is not renewed, a hearing may be requested before the Board and the Board shall grant said hearing.
- D. Derivations of percentages shall be one step for every two years service in that activity up to step six on the bachelor's schedule. The percentage for athletics will be determined by Appendix C.
- E. Activity Director or Sponsor\*: All extra duty pay percentages are subject to fulfillment of the written job description.

1.	High School Cheerleading	10 % (5% each, split)
2.	Middle School Cheerleading	3.5%
3.	Play Director	5
4.	Assistant Play Director	2
5.	Yearbook	8
6.	Middle School Yearbook	3
7.	9th Grade Class Advisors (4)	0.5 each
8.	10th Grade Class Advisors (4)	0.5 each
9.	11th Grade Class Advisors (4)	1.0 each
10.	12th Grade Class Advisors (4)	1.0 each
11.	National Honor Society	2
12.	Student Council	3
13.	Middle School Student Council	2
14.	Debate Coach	4
15.	Elem/MS Play Director (2)	1.5
16.	Musical Drama Director	2
17.	Environthon Competition	1%
18.	Special Education Coordinator	5%
19.	Curriculum Coordinator	5%

F. Music:

1.	Band Director	15% with marching band,	8% without marching band
2.	Choral Director	10%	

G. Driver Education \$21.00/hour

\* Activity Directors or Sponsors who fill only a portion of their full assignment will have their stipends prorated.

H. Faculty members working as scorekeepers, timekeepers, announcers or crowd control shall receive for such services \$15.00/event.

I. Faculty members employed to supervise activities outside the regular school day (for example, after school detention, monitor computer labs, etc.) will be compensated at a minimum of \$12.00 per hour. Such positions will be posted as outlined in Section II, Subsection 2.1.

J. Athletic Director -

1. Release time for the AD:
  - a. AD will receive a minimum of 3 hours for AD functions, 3 hours for teaching and 1 hour prep time.
    - (1). Schedule Options
      - (a). All 4 hours together in the morning
      - (b). AD 1st three hours, teach three hours and have prep/AD 7th hour to cover classes for coaches leaving early or to fix problems occurring during the day.
      - (c). Teach 1st , AD 2-4, Teach 5,6 and then Prep/Ad 7th
      - (d). It is recognized that the teaching schedule will dominate what type of schedule that the AD has but to the extent possible some time should be blocked and have prep/AD time at the end of the day.
2. Compensation: The AD will receive \$10,000 compensation for presence at events for 3 seasons plus summer work.
3. The AD will also be able to call on the Middle School (MS) events coordinator for a presence at 26 middle school events @\$10/hour - each event approximately 3 hours. The estimated cost for the MS events coordinator is about \$900.
4. If the duties of Athletic Director are assigned to the position of Assistant Principal, as a part of his/her duties, the position of Athletic Director shall be removed from the extra duty positions listed in the contract. If, however, at any time the duties of the Athletic Director are not assigned to an Assistant Principal, the position of Athletic Director will revert to the language contained in the contract.

## 5.8 COACHING EVALUATION

The evaluation form attached as APPENDIX E shall be used when coaches are evaluated. The Athletic director is responsible for conducting the evaluation and implementing the evaluation procedure as follows:

- A. Coaches shall meet with the athletic director in a pre-evaluation conference prior to the beginning of the season for the purpose of discussing the instrument, procedure and expectations of the athletic director.
- B. A post evaluation conference will be held between the coaches and the athletic director within ten (10) days after the completion of the season for the purpose of discussing the completed evaluation forms.
- C. The athletic director and the coach being evaluated shall both retain a copy of the completed evaluation form.
- D. The athletic director will visit a minimum of two practices and two contests (one away if possible) for the purpose of completing the evaluation form.
- E. The high school principal is responsible for evaluating the athletic director.
- F. The high school principal is responsible for evaluating the coaching responsibilities of the athletic director.

## APPENDICES

- A. Grievance Report Form
- B. School Calendar 2006-07
- C. Extra Duty Schedule
- D. Salary Schedules
- E. Evaluation Form, Interscholastic Athletic Coaches
- F. Sick Bank Application
- G. Glen Lake Federation of Teachers Sick Bank
- H. Early Retirement Incentive
- I. School Improvement and Curriculum Development



GRIEVANCE REPORT FORM (continued)

C. Position of Grievant and/or Federation \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 4

A. Date received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

C. Position of Grievant and/or Federation \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Step 5

A. Date sent to American Arbitration Association \_\_\_\_\_

B. Requested by \_\_\_\_\_

C Findings of the Arbitrator \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Grievant and/or Federation

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board of Education

\_\_\_\_\_  
Date

## School Calendar - 2005-2006

08/29, 30, 31, 09/1	Teacher Work Days
09/2-5	Labor Day Holiday Recess
09/6	First one-half day for students, full day for teachers
10/21	One-half day for students, full day for teachers, 12:30 - 4:00 p.m. In-service
11/4	End of First Marking Period
11/9	Parent-Teacher Conferences (5:00 - 8:00 p.m.)
11/10	Parent/Teacher Conferences (One-half Day for Students) (12:45 - 3:15 p.m., 5:00 - 8:00 p.m.)
11/11	One-half Day for Students and Teachers
11/14	Regional In-service - No school for students
11/23	One-half Day for Students and Teachers
11/24-27	Thanksgiving Recess
12/22 - 01/2	Winter Break
01/3	School resumes
01/18	High School Exams (Full Day)
01/19, 20	High School Exams (One-half day for students, full day for staff)
01/23	Second Semester Begins
01/27	One-half day for students, full day for teachers, 12:30 - 4:00 p.m. Inservice
02/17	One-half day for students, full day for teachers, 12:30 - 4:00 p.m. Inservice
02/20	Presidents' Day (No School)
02/24	Parent/Teacher Conferences (5:00 - 8:00 p.m.)
03/17	End of Third Marking Period
03/25 - 04/2	Spring Break
04/3	School Resumes
04/14	No School
04/21	One-half day for students, full day for teachers, 12:30 - 4:00 p.m. In-service
05/26	Last Day for Seniors
05/29	Memorial Day (No School)
06/4	Graduation
06/12	High School Exams (Full Day)
06/13	High School Exams (One-Half Day for Students, Full Day for Staff)
06/14	High School Exams (1/2 Day for Students & Staff, End of School Year)

### Please Note:

- \*\*\* Students are dismissed at 12:30 p.m. on half days
- \*\*\* This calendar contains three additional days. An adjustment will be made in April to reflect the total number of "Act of God" days needed or used throughout the year. If none are needed, the calendar could be backed off to Friday, June 9, as the last day.
- \*\*\* 183 Student Days - 188 Teacher Days

## APPENDIX C – EXTRA DUTY SCHEDULE

### ATHLETICS

Varsity Basketball	12%
J.V. Basketball	9%
9th Grade Basketball	8%
M.S. Basketball (2)	6%
Varsity Football	12%
Varsity Assistant Football	9%
J.V. Football (2)	9%
M.S. Football (2)	6%
Varsity Volleyball	12%
J.V. Volleyball	9%
9th Grade Volleyball	8%
M.S. Volleyball (2)	6%
Varsity Wrestling	12%
Varsity Baseball	12%
J.V. Baseball	9%
Varsity Softball	12%
J.V. Softball	9%
Varsity Tennis	9%
Varsity Skiing	10%
Ass't Skiing	5%
Golf	9%
Varsity Cross Country	10%
M.S. Cross Country	4%
Varsity Track	12%
Ass't Varsity Track (1)	9%
M.S. Track (2)	6%
Soccer	12%

In the event a sports program does not run (or a coach does not work) a full season, salaries shall be prorated for the weeks of the season worked.

**APPENDIX D - SALARY SCHEDULES**

A.

**Glen Lake Teacher Salary Schedule 06/07**  
(2.00% increase over 2005/06 ... Includes Step 28)

Step	BA	MA	MA + 20	EDS
1	34,367	36,513	37,659	38,806
2	35,730	37,878	39,023	40,169
3	37,439	39,586	40,732	41,879
4	38,815	40,963	42,110	43,256
5	40,517	42,668	43,809	44,954
6	42,229	44,380	45,527	46,671
7	43,943	46,089	47,233	48,381
8	45,650	47,798	48,944	50,089
9	47,350	49,500	50,647	51,793
10	49,064	51,211	52,357	53,502
11	50,777	52,924	54,069	55,216
12	53,853	56,000	57,146	58,293

Longevity Schedule

13 - 15	55,199	57,401	58,574	59,750
16 - 18	55,751	57,974	59,160	60,349
19 - 21	56,310	58,553	59,751	60,951
22 - 24	57,046	59,290	60,486	61,687
25 - 27	57,781	60,025	61,221	62,422
28+	58,502	60,746	61,943	63,143

B.

**Glen Lake Teacher Salary Schedule 07/08**  
(2.00% increase over 2006/2007 ... includes Step 28)

Step	BA	MA	MA + 20	EDS
1	35,054	37,243	38,412	39,582
2	36,445	38,636	39,803	40,972
3	38,188	40,378	41,547	42,717
4	39,591	41,782	42,952	44,121
5	41,327	43,521	44,685	45,853
6	43,074	45,268	46,438	47,604
7	44,822	47,011	48,178	49,348
8	46,563	48,754	49,923	51,091
9	48,297	50,490	51,660	52,829
10	50,045	52,235	53,404	54,572
11	51,793	53,982	55,150	56,320
12	54,930	57,120	58,289	59,459

Longevity Schedule

13 - 15	56,303	58,549	59,745	60,945
16 - 18	56,866	59,133	60,343	61,556
19 - 21	57,436	59,724	60,946	62,170
22 - 24	58,187	60,476	61,696	62,921
25 - 27	58,937	61,225	62,445	63,670
28+	59,672	61,961	63,182	64,406

C.

**Glen Lake Teacher Salary Schedule 08/09**  
 (2.00% increase over 2007/2008 ... includes Step 28)

Step	BA	MA	MA + 20	EDS
1	35,755	37,988	39,180	40,374
2	37,174	39,409	40,599	41,791
3	38,952	41,186	42,378	43,571
4	40,383	42,618	43,811	45,003
5	42,154	44,391	45,579	46,770
6	43,935	46,173	47,367	48,556
7	45,718	47,951	49,142	50,335
8	47,494	49,729	50,921	52,113
9	49,263	51,500	52,693	53,886
10	51,046	53,280	54,472	55,663
11	52,829	55,062	56,253	57,446
12	56,029	58,262	59,455	60,648

Longevity Schedule

13 - 15	57,429	59,720	60,940	62,164
16 - 18	58,003	60,316	61,550	62,787
19 - 21	58,585	60,918	62,165	63,413
22 - 24	59,351	61,685	62,930	64,179
25 - 27	60,115	62,450	63,694	64,943
28+	60,865	63,200	64,446	65,694

- D. Incoming teachers may, at the sole discretion of the Employer, be granted their full teaching experience with full increment rate per year.
- E. Teachers will receive 60% reimbursement for each semester hour taken within field of teaching with a maximum of twelve (12) hours per year. Credit shall be shown by an official transcript from a fully accredited college or university and shall be converted into semester hours. Teachers must teach a minimum of one (1) semester after receiving credits to be eligible for reimbursement under the above provision. Any courses taken for reimbursement must be approved by the Administration prior to enrolling.

**APPENDIX E  
EVALUATION FORM, INTERSCHOLASTIC ATHLETIC COACHES**

**Scale: Excellent 7-8  
Good 5-6  
Fair 3-4  
Poor 1-2**

**The Coach.....**

**Coach      A.D.**

1. Is concerned with participant individual outcomes rather than the coach's personal won and lost record

\_\_\_\_\_

Remarks: \_\_\_\_\_

2. Respects and enforces the letter and intent of all rules and regulations, sportsmanship codes, etc.

\_\_\_\_\_

Remarks: \_\_\_\_\_

3. Demonstrates a respect for authority, accepts criticism, is loyal to those in authority.

\_\_\_\_\_

Remarks: \_\_\_\_\_

4. Displays self control and maintains positive profile in:

- a) contest situations .....
- b) faculty relationships .....
- c) student relationships .....
- d) parental relationships .....
- e) news media relationships .....
- f) staff relationships .....
- g) administration relationships .....
- h) officials .....

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

Remarks: \_\_\_\_\_

\_\_\_\_\_

#4 Point Average

\_\_\_\_\_

**APPENDIX E (continued)**

**Scale: Excellent 7-8**  
**Good 5-6**  
**Fair 3-4**  
**Poor 1-2**

**Coach                      A.D.**

- |    |                                    |       |       |
|----|------------------------------------|-------|-------|
| 5. | Demonstrates humanistic attitudes: |       |       |
|    | a) respect for athletes            | _____ | _____ |
|    | b) welfare of athletes             | _____ | _____ |
|    | c) athletic staff                  | _____ | _____ |
|    | d) towards parents                 | _____ | _____ |
|    | e) towards guests                  | _____ | _____ |

Remarks: \_\_\_\_\_

---

- |    |   |       |       |
|----|---|-------|-------|
| 6. | Maintains professional competency:            |       |       |
|    | a) attending league and state meetings        | _____ | _____ |
|    | b) attending professional clinics             | _____ | _____ |
|    | c) reading current professional material      | _____ | _____ |
|    | d) knowledge of current rules and regulations | _____ | _____ |

Remarks: \_\_\_\_\_

---

- |    |  |       |       |
|----|--|-------|-------|
| 7. | Accepts responsibility for equipment and facilities: |       |       |
|    | a) submits budget                                    | _____ | _____ |
|    | b) bids or comparative buying                        | _____ | _____ |
|    | c) inventories                                       | _____ | _____ |
|    | d) records equipment issued                          | _____ | _____ |
|    | e) stores and maintains equipment                    | _____ | _____ |
|    | f) properly fits equipment                           | _____ | _____ |
|    | g) continually takes good care of equipment          | _____ | _____ |
|    | h) maintains facilities                              | _____ | _____ |

Remarks: \_\_\_\_\_

---

- |    |  |       |       |
|----|--|-------|-------|
| 8. | Is competent through training and experience in the following areas: |       |       |
|    | a) technique of the sport  | _____ | _____ |
|    | b) understanding of teaching principles                              | _____ | _____ |
|    | c) understanding of appropriate drills, etc.                         | _____ | _____ |
|    | d) understanding of basic athletic injury prevention and care        | _____ | _____ |

Remarks: \_\_\_\_\_

---

**APPENDIX E (continued)**

<b>Scale: Excellent</b>	<b>7-8</b>
<b>Good</b>	<b>5-6</b>
<b>Fair</b>	<b>3-4</b>
<b>Poor</b>	<b>1-2</b>
<b>Coach</b>	<b>A.D.</b>

9. Has moral standards that at their minimum would, if emulated by their athletes when they become adults, provide a social image felt to be desirable in the community.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

10. Provides every student with an equitable opportunity to try out and participate in an athletic activity.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

11. Works with participants to develop appropriate team and individual goals - counsels athletes when necessary.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

12. At the beginning of each season, advises participants of all training rules and other regulations, procedures and expectations.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

13. Adequately develops team spirit and unity.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

14. Adequately "sells" program to students to maintain appropriate participation.

\_\_\_\_\_

Remarks: \_\_\_\_\_  
 \_\_\_\_\_

**APPENDIX E (continued)**

<b>Scale: Excellent</b>	<b>7-8</b>
<b>Good</b>	<b>5-6</b>
<b>Fair</b>	<b>3-4</b>
<b>Poor</b>	<b>1-2</b>
<b>Coach</b>	<b>A.D.</b>

15. As an assistant, accepts and complies with all procedures, policies and work assignments as provided by the head coach and is loyal to the head coach.

\_\_\_\_\_

Remarks: \_\_\_\_\_

16. As a head coach, respects assistant coaches, makes meaningful assignments with accountability, respects their judgments, provides appropriate recognition for their efforts.

\_\_\_\_\_

Remarks: \_\_\_\_\_

17. Practices ethical and professional behavior at all times.

Remarks: \_\_\_\_\_

\_\_\_\_\_

18. Develops positive rapport with parents of athletes.

\_\_\_\_\_

Remarks: \_\_\_\_\_

19. Displays an awareness of health and safety standards as it pertains to the welfare of student athletes.

\_\_\_\_\_

Remarks: \_\_\_\_\_

20. Provides supervision of locker rooms and training rooms.

\_\_\_\_\_

Remarks: \_\_\_\_\_

**APPENDIX E (continued)**

<b>Scale: Excellent</b>	<b>7-8</b>
<b>Good</b>	<b>5-6</b>
<b>Fair</b>	<b>3-4</b>
<b>Poor</b>	<b>1-2</b>
<b>Coach</b>	<b>A.D.</b>

21. Complies with all deadlines - inventory, budget, physical exam cards, eligibility lists, publicity releases, etc.

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

22. Displays enthusiasm for sport, for all athletes; makes the sport an enjoyable educational experience.

\_\_\_\_\_

Remarks: \_\_\_\_\_

\_\_\_\_\_

23. List areas of strength: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

24. List areas of weakness: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

25. List goals for next coaching assignments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX F - SICK BANK APPLICATION**

GLFT Member: \_\_\_\_\_

Date your final leave day will be used: \_\_\_\_\_

Explanation of disability:

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Submit copies of the completed application, two physician's statements and promissory note to the GLFT president and the superintendent.

**APPENDIX G – GLEN LAKE FEDERATION OF TEACHERS SICK BANK**

**PROMISSORY NOTE**

If I am found to be gainfully employed (full or part-time) during the time I am using sick bank days, I agree to reimburse the sick bank for the days paid out to me. My daily rate of pay, from Glen Lake Community Schools, will be used as the reimbursement standard.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

## APPENDIX H - EARLY RETIREMENT INCENTIVE

The Board shall offer an early retirement incentive for eligible teachers for the life of this Agreement, by assisting such teachers in the purchase of universal buy-in credit. The retirement incentive shall be offered in accordance with the following provisions:

- 1) The teacher must have served at least ten (10) consecutive years for the Glen Lake School District;
- 2) The teacher must actually retire under the Michigan Public School Employees Retirement System;
- 3) The teacher must make application for retirement and provide a written statement of resignation of their teaching position to the Board. The statement of resignation will indicate that the resignation is for purpose of retirement and state the effective date of resignation as the end of either the first or second semester.
- 4) The purchase of universal buy-in credit shall provide not more than thirty (30) years service credit, nor shall the Board contribution exceed a maximum of three (3) years of universal buy-in credit;
- 5) There shall be a limit of three (3) employees approved for Board purchase of universal buy-in credit per year, unless expressly mutually agreed otherwise between the Board and the Union for good cause. The refusal to grant requests for universal buy-in credit beyond the first three (3) per year shall not be the basis of any grievance.
- 6) The teacher, through requesting Board payment to them for purchase of universal buy-in credit, agrees to accept such payment for purchase as waiver/satisfaction of any other claim for compensation (e.g., unemployment compensation., etc.) against the Glen Lake School District.

Any agreement to provide an early retirement incentive for teachers with more than thirty (30) years of service credit (see item # 4 above) will be subject to a written letter of understanding between the Federation and the Employer. Any early retirement incentive stipend for such teachers shall not exceed the difference between the salary and benefit costs of the retiring teacher(s) and the replacement new hire(s).

The above outlined early retirement incentive shall expire on August 31, 2009, and shall not continue beyond that date without the written mutual agreement of the Board and the Federation.

## **APPENDIX I - SCHOOL IMPROVEMENT AND CURRICULUM DEVELOPMENT**

For the duration of this contract, the parties mutually agree that school improvement, curriculum development, and/or professional development will be as outlined in the school calendar.

Full days for school improvement, curriculum development, and/or professional development will be held during the same hours as the full contractual work day for student instruction, and half days for school improvement, curriculum development, and/or professional development will held from 12:10 p.m. to 3:40 p.m.

Meeting times and/or days may be adjusted, rescheduled, canceled, or changed only by mutual written agreement of the parties.