

4063

6/30/2001

LABOR AGREEMENT

1997 - 2001

Between

**BOARD OF EDUCATION OF THE
VICKSBURG COMMUNITY SCHOOLS**

AND

**KALAMAZOO COUNTY EDUCATION ASSOCIATION -
VICKSBURG EDUCATION ASSOCIATION**

Vicksburg Community Schools

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“A” refers to Appendix A

“B” refers to Appendix B

“C” refers to Appendix C

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“E” refers to Appendix E

“F” refers to Appendix F

“G” refers to Appendix G

AGREEMENT

Board of Education, Vicksburg Community Schools

with

Kalamazoo County Education Association -Vicksburg Education Association

THIS AGREEMENT entered into as of the 24th Day of September, 1997 by and between the BOARD OF EDUCATION OF THE VICKSBURG COMMUNITY SCHOOLS of Kalamazoo and St. Joseph Counties, hereinafter called the "Board" and the KALAMAZOO COUNTY EDUCATION ASSOCIATION - VICKSBURG EDUCATION ASSOCIATION, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize.

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE ONE (1) - RECOGNITION

- A. Bargaining Unit Description. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 2 of Act 379, Public Acts of 1965, for the following professional personnel on tenure and probation: certified classroom teachers, special certificated teachers, guidance counselors, librarians, speech therapists, teaching counselors and consultants employed or hereafter employed, but excluding substitute teachers, any teacher who teaches community education courses, and supervisory and executive personnel. The term "teacher" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

ARTICLE TWO (2) - ASSOCIATION/TEACHER RIGHTS

- A. Statutory Rights. Pursuant to Act 379 of the Public Acts of 1965, the Board and the Association hereby agree that every teacher employed by the Board shall have the right to freely 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 Association and the Board undertake and agree that they will in no way discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Act 379 or other laws of Michigan or the constitutions of Michigan and the United States; that they will not discriminate against any teacher with respect to any terms or conditions of employment by reason of his/her membership in the Association or lack thereof or collective professional negotiations with the Board.

- B. Association Dues and Membership. Teachers permanently employed subsequent to August 23, 1971, must either: (1) become and maintain their membership in the Association, (2) pay a representation fee in accordance with the most recent U.S. Supreme Court decision to the Association for the representation of the employee, or (3) if the teacher is a member of and adheres to established and traditional tenets or teachings of a bonafide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support any labor organization as a condition of employment, except that such employee may be required, in lieu of periodic dues uniformly required of Association members, to pay sums equal to such dues to a non-sectarian, non-political and non-profit charitable organization, as of the thirty-first (31st) day of hire or as of the thirty-first (31st) day after the execution of this Agreement, whichever is later. Employees who fail to maintain their membership, become members, or in lieu thereof pay the aforementioned fee as above prescribed, shall be terminated at the end of the school year in accordance with applicable law.
- (1) The Association agrees to indemnify and save the Board harmless against any and all claims, suits and other forms of liability, and for the reasonable and necessary expenses and costs incurred that may arise out of or by reason of the Board's reliance upon the dues or fee payroll deduction authorization form.
- C. Professional Dues and Payroll Deductions. Any teacher who is a member of the Association or who has applied for membership may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the National Education Association and the Michigan Education Association. Such authorization shall continue in effect from year to year unless revoked in writing between July 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18) of such dues from each regular salary check of the teacher beginning in October until paid in full. Deductions for teachers employed after the commencement of the school year shall commence with the next scheduled pay period for all teachers, i.e., such member would pay the prorated annual dues applicable to such teacher until such dues are paid in full for that year.
- D. Miscellaneous Payroll Deductions. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher and make appropriate remittances for insurance, qualified 403-B plans, annuities, and Educational Community Credit Union. Other plans or programs may be instituted if jointly approved by the Association and the Board.

It is expressly understood and agreed that while the Board will offer each employee the opportunity to participate in a Tax Deferred Investment, Annuity, or Savings Program which complies with Section 403(b) of the Internal Revenue Code, as amended, the Board shall limit the number of carriers, or other entities providing such programs, not to exceed a total of six (6) and that the Board shall not accept responsibility for assuring any teacher that any such plan qualifies as per the aforementioned Section 403 (b) nor does the Board guarantee or in any way act in a fiduciary capacity with said program, its investments or return.

- E. Use of School Building and Facilities. The Association and the members shall have the right to use school building facilities according to the adopted Board policy for community use of school facilities. Teacher lounge bulletin boards and inter-school mail shall be made available to the Association for its official organization materials. Nothing of a derogatory nature shall be posted on any bulletin board or transmitted through school mails.
- (1) Tuesdays, outside the normal school hours, shall be reserved for Association meetings. The Board will not schedule meetings which teachers are expected to attend on Tuesdays, outside the normal school hours, except after consultation with the Association.
- F. Representation when Reprimanded. A teacher shall, at all times, be entitled, but not required, to have present the Building Association Representative or other teacher from the building where the reprimand is to occur, while being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made; no disciplinary action shall be taken with respect to the teacher until such Association Representative is present. When the presence of such Association Representative is so requested, it is agreed that said Representative shall be made available as soon as possible, but in all events within two (2) working days after the request is made. All information forming the basis for disciplinary action will be made available to the teacher.
- (1) It is understood and agreed that the administrator, when reprimanding, warning or disciplining a teacher shall be entitled to have another administrator present at such time. When the presence of such administrator is desired, it is agreed that such representative shall be made available as soon as possible, but in all events within two (2) working days after the teacher is advised of such impending action.
 - (2) No teacher shall be disciplined, reprimanded, reduced in rank or compensation without just cause. "Just cause" shall not apply to the discipline, discharge, or non-renewal of a probationary teacher or coach, or other person holding a position on the extracurricular schedule, Appendix B. No teacher shall be deprived of any professional advantage heretofore enjoyed unless the change is warranted and applied equally to all teachers who shared the advantage in common with all other teachers. Any such discipline, reprimand, reduction in rank or compensation by the Board or representative thereof shall be done in private at the request of the teacher. All information forming the basis for disciplinary action will be made available to the teacher. In the event the teacher protests such disciplinary action, the teacher thereby releases the Board and/or representatives thereof from any and all claims, suits, and/or other forms of liability which may arise from the release of the information forming the basis for the action taken.
 - (a) "Professional advantage" shall be defined as a working condition or privilege enjoyed by a teacher by virtue of his/her employment in the District and shared in common by all other teachers.

- (3) Normally, the following progressive discipline system will be utilized in disciplining teachers, except when the administration deems the severity of the infraction merits a deviation therefrom:
 - (a) Discussion of problems between teacher and appropriate administrator.
 - (b) Written reprimand by acting administrator.
 - (c) Suspension with or without pay by Superintendent.
 - (d) Tenure charges and/or dismissal.
- (4) A performance evaluation is not considered a reprimand, warning or discipline, unless specifically stated as such, according to the following:
 - (a) The employee will be verbally notified prior to the evaluation conference that the evaluation will contain a warning or reprimand.
 - (b) The evaluation narrative will include a written description of any issues warranting a warning, discipline, or reprimand followed by the statement, "This is a warning/reprimand/discipline."

G. Availability of Information Regarding School District. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all information which is available to the public concerning the financial resources of the District, proposed budgetary requirements and allocations submitted to the Board, and such other information as mutually agreed upon that will assist the Association in formulating intelligent, accurate, informed and constructive proposals on behalf of the teachers and the District's students. It is understood that this provision shall not be construed so as to require the Board, without adequate compensation by the Association, to compile information and/or statistics in any form other than that in which they are readily available.

H. Teacher Protection. Teachers complying with Board Rules and Regulations and who are acting in the line of duty and within the scope of their employment with respect to maintenance of control and discipline in the classroom and other school activities shall be given support and assistance by the Board. Teachers recognize a mutual responsibility for the enforcement of school law, order and policies. Therefore, in all cases the teacher shall follow the District's established disciplinary process.

- (1) If a teacher, acting within the scope of one's professional employment, is assaulted, the incident shall be immediately reported to the building principal or appropriate administrator. The Board shall assist the teacher in connection with handling the incident by law enforcement and judicial authorities. A teacher may use such force as is reasonable and necessary for protection from attack or to prevent injury to a student.

- (2) If any teacher is the subject of a civil action brought by a student or parent of a student for action taken by the teacher acting within the scope of one's professional employment, the Board will provide legal counsel and render such assistance as is reasonable and necessary in the teacher's defense. Teachers shall have the right to retain outside legal counsel at their own expense. The time necessarily lost from work by a teacher in connection with the defense of a civil action brought by a student or parent of a student which arose out of and within the scope of one's professional employment shall not be charged against the teacher.
- (3) Any complaint by a student or a parent of a student directed toward a teacher, which is to be made a part of the teacher's personnel file or become part of a charge or written record, shall be promptly called to the teacher's attention. The teacher may submit a written statement to be attached to and filed with the original complaint.

- I. Dress Code. The Association and the Board mutually agree that teachers' dress shall be typical of that worn by other certificated professional persons who work for the District. The Association agrees to cooperate with the Board in promotion of tasteful dress by teachers at all times.
- J. Released Time. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance negotiation including mediation, involving parties outside the Board and the Association, shall be released from regular duties without loss of salary.
- K. Conferences. A teacher released from regular duties by the Superintendent or his designate for the purpose of attending or participating in conferences, professional organizational meetings and/or classroom visitations that are related to that teacher's field shall be released without loss of pay. Reimbursement of expenses shall be as follows:
 - (1) An itemized list of expenses must be submitted to the Superintendent or designate with the written request of the teacher to attend the meeting and/or classroom visitation.
 - (2) The Superintendent or a designate shall determine the amount of reimbursement to be allowed for the expenses and shall so state in writing with the approval to attend the meeting/visitation.
 - (3) Non-reimbursable expenses:
 - (a) Regional, state or national conferences conducted by the United Profession (NEA/MEA/VEA) for the further cause of the Association's own professional purposes shall not be reimbursed by the Board.

L. United Professional Conferences.

- (1) At the beginning of every school year, the Association shall be credited with ten (10) days off with pay for the purpose of attending regional, state or national workshops, conferences and

conventions which shall be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. At no time shall more than two (2) Association members be released at the same time for United Professional Conferences. No less than four (4) hours per person per conference shall be used. The Association agrees to notify the Board as soon as possible, but in no case less than forty-eight (48) hours prior to the date for intended use of said leave.

- (2) It is agreed that the Association President may use a portion of the school day, other than assigned classroom time for the purpose of conducting Association business. This shall include, but not be limited to, discussions with teachers and administrators on matters directly related to the administration of this Agreement and travel between schools in the District. The conduct of Association business shall not be allowed to interfere with the duties of any teacher at any time.
- M. Duty Free Lunch Period. Teachers shall be allowed a thirty (30) minute duty free lunch period per day, except when unusual conditions or situations would require their presence for the purpose of supervision.
- N. Teachers' Facilities. The Board shall make available in each school a lounge and/or work study room for the teachers equipped with a telephone. Teachers shall record all long distance calls and pay for any personal long distance calls. The Association agrees to reimburse the Board for all Association related calls. When practicable and possible, lavatory facilities exclusively for teacher use shall also be made available.
- O. Access to School. Each school office shall maintain a supply of outside door keys which teachers may check out when it is necessary for them to have access to the building at times other than the normal teaching day.

ARTICLE THREE (3) - ASSOCIATION/TEACHER RESPONSIBILITY

- A. Professional Posture. The Association will inform its members of their professional rights and responsibilities as set forth in this contract.
- B. Teacher Responsibility for Materials. Teachers shall be responsible for the proper care and utilization of materials, equipment and facilities assigned to them to the extent a reasonably prudent person would be.
- C. Lesson Plan. All teachers shall have prepared and available for their building principal, not later than the end of the last school day of each week, a complete set of lesson plans for the ensuing week for each class the teacher is responsible for, which plan will include tentative material and activities

to be covered each day of the said following week. At the beginning of each year, all teachers will have on file with the principal three (3) days of lesson plans for a substitute teacher. Such plans will be of a general nature and not necessarily in the context of the unit then being taught. Teachers must update their substitute teacher lesson plans after each use.

- D. Physical Examinations. In the event the Board has established good cause to believe an employee is suffering a physical or mental impairment, said employee may be required to be examined by a medical doctor selected and paid for by the Board. It is understood and agreed this provision shall not be used indiscriminately or arbitrarily. Such time shall be of no expense to the teacher and shall not be deducted from a teacher's sick leave.
- E. Student Control and Discipline. It is recognized that student discipline problems are less likely to occur in classes where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- (1) Whenever it appears to the teacher that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, and the teacher feels he/she has exhausted his/her teaching techniques and agrees the student can no longer be effectively handled by the teacher, the teacher shall refer the matter to the principal and shall furnish the principal with what techniques and action the teacher has taken in the past with regard to the student and furnish the principal with full particulars of the incidents which form the basis for the teacher's conclusion that outside professional help is needed. The teacher may include written recommendations for the handling of the student as promptly as teaching obligations will allow. The administration will notify the teacher in writing of the action deemed appropriate consistent with their mutual support and assistance for the teacher.
 - (2) A teacher may exclude a pupil from class temporarily because of the grossness of the offense or the persistence of the misbehavior or because it appears that the presence of a particular student in the class will impede the education of the balance of the class because of the disruption caused by said student, in which event the teacher must escort the pupil to the principal's office or a place designated by the administration. In the event an administrator is not immediately available, the teacher shall return the student to the class, if another teacher is not available to take responsibility for the student until the building administrator returns to the building. Upon return to the building, the administrator shall make contact with the teacher and deal with the problem as soon as possible. In such cases, teachers will furnish the principal, as promptly as teaching obligations will allow, full particulars of the incident in writing and the principal will inform the teacher, in writing, of the disposition of the matter.
 - (3) The procedure for suspension of students from school shall be distributed to students, teachers and parents each year. School authorities will endeavor to achieve correction of student misbehavior through counseling and interviews with the teacher, the child and parents when warranted.

ARTICLE FOUR (4) - MANAGEMENT RIGHTS

- A. The Association recognizes and agrees the Board of Education by and through the Administration shall have all rights and authority to manage, direct and assign employees covered by this Agreement and to conduct the affairs and business of the School District and to establish policies, rules and regulations therefore in the sole discretion of the Board, except as limited by the provisions and terms of this Agreement.

ARTICLE FIVE (5) - HOURS

- A. Daily Duty Hours. Each teacher shall be on duty as assigned by the principal from 8:00 a.m. until 4:00 p.m. on each school day. It is understood and agreed that transportation scheduling and student and/or space requirements may make it necessary to schedule teachers to begin earlier or later than 8:00 a.m. in which event the close of the regular school day for such teachers shall be advanced or delayed a like period of time so as to result in normal school day hours not exceeding eight (8) for the teachers thus affected.
- (1) Teachers unable to report for duty because of illness or other justifiable reasons shall notify their principal (or designee), not later than 6:30 a.m., unless an emergency arises and it is impossible for the teacher to give such notice, in order to qualify for sick leave pay.
 - (2) Teachers shall be afforded up to two (2) hours per month (subject to extension by the Superintendent) compensatory time which may be taken during daily duty non-instructional hours when required to attend inservice training or curriculum meetings beyond regular work hours. Curriculum meetings qualifying for compensatory time shall generally be limited to scheduled monthly grade level, department, or other curriculum meetings called by the Superintendent in accordance with the Vicksburg Community Schools Guide for Instructional Improvement. All curriculum meetings or inservice sessions qualifying for compensatory time and their allocated time shall be pre-approved by the Superintendent. Said compensatory time shall normally be taken either the first or the last ½ hour of the teacher's work day with the approval of the building administrator. Said compensatory time may occasionally be taken during the teacher's planning time on a sign-in/sign-out basis, with the approval of the building administrator. Failure to return by the scheduled start of the teacher's class time, will result in a loss of pay. Further, accumulated compensatory time up to two (2) hours not exhausted by the end of the school year may be carried over to the next school year.
- B. Elementary Classroom Teachers' Planning Time. Elementary classroom teachers shall be afforded six hundred five (605) minutes per week to be used for planning or conference time, as designated by the administration during the work day after the administration schedules instructional time sufficient to ensure satisfaction of State instructional time requirements and any other duty time. It

is recognized that the constraints of financial resources and/or extenuating circumstances (such as scheduling) may prevent implementation of planning time every day for every teacher. It is also recognized that severe weather or emergency situations may require teachers to supervise students during planning time which may be scheduled during students' lunch and/or recess. In the event of a decrease in enrollment or revenue which could result in the layoff of teachers, this provision shall be suspended.

- C. School Closings. On days school must be closed due to emergency conditions, teachers shall be required to report for work unless otherwise informed by the Administration, provided buildings are accessible and in good working order. Teachers shall normally report for work at 9:00 a.m. and leave at 3:00 p.m. If the teacher is unable to report to work, the teacher shall notify the building administrator as soon as possible. Teachers unable to report to work shall have the option of using one (1) or more of their unused business leave days or elect to take the day off without pay.

In the event school is closed for up to two *(2) work days, teachers shall be required to report for work, unless otherwise informed by the Administration. In the event school is closed in excess of two (2) work days, teachers shall not be required to report for work, unless otherwise informed by the Administration. In the event teachers are not to report to work, they shall be so informed no later than 8:00 a.m.

In the event the school system is closed and the time is to be made up at a later date, the teachers shall continue to receive their regular salary, but shall receive no additional compensation for the makeup day(s), unless they are required to report for work when the school system is closed, in excess of the two *(2) work days that are non-chargeable by the state of Michigan. All school closing days that exceed the grace days granted by the state of Michigan shall be made up at the end of the school year.

When school is in session and pupils are sent home due to an emergency, teachers may be allowed to leave as soon as the students have been properly dismissed and departed school property. When school is delayed, teacher starting time will be postponed a like amount without extension.

*The state of Michigan's 1986 State Aid Act granted two non-chargeable days to each school district for days when pupil instruction is not provided because of conditions not within the control of school authorities, such as severe storms, fires, epidemics, or health conditions as defined by the city, county, or state health authorization. It is further understood by all parties that these two (2) days may be stricken, or additional days granted by State Law. Should this occur, then the language making reference to two (2) work days shall either be stricken or be adjusted according to law.

- D. Duty During Emergencies. Teachers shall remain on duty as needed in the event of emergency situations such as, but not limited to severe weather warning, civil or student disturbances or situations which may threaten the health or safety of students. Teachers remaining on duty during emergency situations shall be covered by insurance.

- (1) The Board will make every reasonable effort to insure the safety of teachers and provide necessary assistance for teachers during emergency situations.
 - (2) The Board will outline the general duties of teachers during such emergencies.
 - (3) A teacher may be excused from this duty by the building principal or Superintendent.
 - (4) Teachers shall be required to look over their normal teaching area and report unusual objects or conditions. However, teachers shall not be required to search for, handle or remove any unusual object or suspected explosive devices on or about the school premises.
- E. Staff Meetings. Teachers may be required to attend staff meetings called by the Administration beyond the normal work day hours. The length and frequency of said meetings shall be reasonable. Staff meetings will be limited to four (4) hours per month, unless the principal deems unusual circumstances mandate additional time for staff meetings.

ARTICLE SIX (6) - ASSIGNMENTS

- A. Right of Assignment. The Board has the sole right to assign or reassign teachers to any position which they are qualified to perform.
- B. Notification of Teaching Assignments. Tentative assignments shall normally be made thirty (30) calendar days before the close of the school year. The Administration shall notify teachers of assignments for the forthcoming school year at the time of individual contract issuance or the first Monday after the school election in June, whichever is later. In the event that subsequent changes in assignments become necessary, as determined by the Administration, the affected teachers will be notified as soon as possible.
- C. Notification of Pending Resignation. Any teacher, upon becoming aware of the fact that he/she will not be an employee of the District for all or part of the current or coming school year shall be obligated to notify the Administration in writing as soon as possible.
- D. Basis for Assignment. A teacher's certification, qualifications, as defined in Article 11, C., length of service to the District and other relevant factors will be considered when assignments are made. K-6 grade teachers will not be assigned outside the scope of their teaching certificates and 7-12 grade teachers will not be assigned outside their teaching certificates and qualifications so stated in Article 11, C., page 23 and page 24, except for extenuating circumstances approved by the Board.
- E. Teacher's Right to Accept Assignment. A teacher who believes his/her tentative assignment is contrary to the criteria of certification, length of service to the District, qualifications, as defined in Article 11, and other relevant factors may file a grievance in accordance with the Grievance Procedure. A teacher whose final assignment is different from the tentative assignment shall have

the right to decline the assignment. In the event a teacher declines the final assignment, said teacher shall be released from any employment obligation to the Board without prejudice and likewise the Board shall be released from any and all employment obligations to the teacher.

- F. Request for Assignment. The request by a teacher for a transfer to a different class, building or position must be made in writing and presented to the Superintendent.
- (1) Requests for reassignment may be made by the teacher as an available position is announced, in advance, or at the time of the posting of a vacant position. Requests will be kept on file by the Administration until September 15th of each year. Teachers must renew their requests annually.
 - (2) The application shall set forth the reasons for the request, the school, grade or position sought and the applicant's academic qualifications which support the request.
- G. Shared-Time Staffing. The Vicksburg Community Schools Shared-Time Program is a program in which teachers voluntarily reduce their employment to part-time and share a teaching position with another teacher. For example, two teachers may share an elementary classroom; one teaching mornings and the other teaching afternoons. On the secondary level, one may teach half a day and the other participating teacher may teach the other half of the day.

The following rules and procedures shall apply:

- (1) Teacher participation shall be voluntary.
- (2) All shared-time staffing assignments shall be subject to the approval of the principal and Superintendent.
- (3) Teachers participating in the Shared-Time Program shall be committed to the Program and shall have the option of returning to a position of equivalent time held immediately prior to the establishment of the shared-time position, providing a position for which they are qualified is available.
- (4) Participating teachers shall accrue full seniority during the year and shall advance on the salary schedule as though they were teaching full time.
- (5) Participating teachers shall receive full dental insurance, but shall have other benefits such as health insurance and sick leave pro-rated in accordance with the amount of time worked.
- (6) Teachers may apply for shared-time positions either in pairs or singly.

- (7) Teachers desiring to participate in the shared-time staffing program shall submit their requests, either singly or in pairs, by April 1, for the following school year. All requests shall be acted upon by the close of the school year.
- (8) Exceptions to these guidelines shall be subject to the mutual approval of the teachers involved, the Superintendent, and the Association.

Teachers who enter into this Shared-Time Teaching Agreement understand that:

- (1) Both shared-time teachers will be responsible to attend any special faculty meeting they are asked to attend by their principal. This would only occur when the principal and Superintendent felt it was essential he or she talk to the entire staff at the same time. If both teachers are not asked to attend a faculty meeting, then the shared-time teacher in attendance at the meeting is expected to inform the other teacher of what took place at the meeting.
- (2) Shared-time teachers sharing a position will be expected to share responsibilities for a Curriculum Committee assignment.
- (3) All shared-time teachers will be expected to attend all Parent-Teacher Conferences and Open Houses for the entire time of the activity.
- (4) Shared-time teachers are responsible to plan together sufficiently and discuss student problems. It will be up to the principal to determine whether teachers are planning sufficiently together.
- (5) Shared-time teachers are not guaranteed a duty-free lunch period.
- (6) There is no guarantee that equal planning time will be available. It is understood that shared-time teachers will understand that scheduling problems make this policy necessary.

H. Establishment of Duties and Assignments. At or before the first staff meeting of the school year, the principal shall discuss and establish routine building duties and responsibilities and assign duties within the reasonable area of teaching and/or extra curricular and/or school related activities, or as the need arises in the absence of volunteers. Due consideration will be given to the reasonable suggestions offered by the staff.

I. Posting of Vacancies.

- (1) When a new position is created or a permanent position becomes vacant, which is covered by this Agreement and which the Board desires to have filled, the President of the Association shall be notified of the vacancy and a notice of said vacancy shall be posted on each lounge bulletin board. The bulletin board notice shall remain posted for seven (7) calendar days, during which time any teacher interested in filling the vacancy shall notify the Superintendent in writing of his/her desire to be placed in such position.

- (2) The Board agrees to notify the Association President and to post all administrative vacancies which it deems necessary to fill for informational purposes only.

J. Filling of Vacancies.

- (1) From among those who apply for the position, the applicant who in the judgment of the Board possesses the most experience, competency, qualifications and other relevant attributes required to satisfactorily perform the job shall be the one awarded the position.
- (2) If two (2) or more applicants, in the judgment of the Board, possess the above-enumerated attributes to a higher degree than other applicants, and among them they possess the attributes to a relatively equal extent, the applicant among them who possesses the greater length of service to the District shall be given preference.
- (3) Vacancies which occur during the school year are to be filled on a temporary basis until the end of the school year. At the end of the school year, the position shall be posted in accordance herewith, if said position is still to be filled.

K. Supervision of Student Teachers.

- (1) Supervising teachers shall be tenured teachers with a minimum of two (2) years of teaching experience. Selection of supervising teachers shall be made by the Administration, but no teacher will be assigned more than one (1) student teacher per school year, unless by written agreement with the supervising teachers.
- (2) Supervising teachers shall be notified of student teacher assignment as soon as possible.

L. Elementary Music, Art, and Physical Education.

- (1) Elementary classroom teachers shall not be assigned to teach Music or Art. Every effort will be made to provide physical education instruction to be taught by a physical education specialist for a minimum of forty-five (45) minutes per week.
- (2) A reasonable effort will be made to provide the kindergarten classes some music, art, and/or physical education instruction to be taught by a specialist.

M. Mentor Teachers.

- (1) A Mentor Teacher shall be defined as a Master Teacher as identified in Section 1526 of the School Code and shall perform the duties of a Master Teacher as specified in the code and in any guidelines for teacher mentoring established by the Michigan Department of Education.

- (2) Because the purpose of the Mentor-Mentee match is to acclimate the Mentee and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor Teacher or Mentee. Neither the Mentor Teacher nor the Mentee shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor Teacher shall not be called as a witness in any grievance or administrative hearing involving the Mentee Teacher.

ARTICLE SEVEN (7) - PUPIL/TEACHER RATIO

- A. Community Desires. The Board agrees that it will endeavor to maintain pupil/teacher ratios consistent with the guidelines outlined below, taking into consideration the financial resources of the District and the availability of competent staff and facilities.
- B. Pupil/Teacher Ratio.
- K - 3 at 25 to 1
4 - 6 at 30 to 1
Secondary academic at 30 to 1
- C. Stations. The number of pupils shall not exceed the available pupil stations.
- D. Elementary Accommodations. The number of students shall not exceed the number which can be adequately and safely supervised. The Board will reduce an elementary teacher's class size or provide an aide for the teacher, if there are at least two (2) full-time equivalent mainstreamed pupils in the teacher's class and the teacher has a full complement of students as set forth above. The aide shall be made available only during the time the full-time equivalent mainstreamed requirement is met.
- E. Elementary Physical Education Combination. Classes will not normally be combined for the teaching of elementary physical education.

ARTICLE EIGHT (8) - LEAVES OF ABSENCE

- A. Sick Leave. Sick leave is paid leave to be used as prescribed below. All accrued benefits earned as of the start of an authorized paid sick leave shall continue for the duration of said leave.
- B. Annual Sick Leave Allowance. Teachers reporting for work at the start of the school year shall be credited with eighty (80) hours sick leave at the beginning of each school year. Teachers unable to report for work at the start of the school year due to personal illness, who fulfill their full contractual obligation, shall be credited with eighty (80) hours of sick leave upon return to work, retroactive to

the start of the year. In the event a teacher does not report for work at the start of the school year and misses more than the first week of school, said teacher shall, upon reporting for full duty, be credited with the appropriate prorated amount of sick leave at that time. A teacher employed part-time or who does not fulfill his/her contractual obligation shall be credited with a prorated number of hours as determined by the teacher's assignment.

- C. Accumulated Sick Leave. The unused portion of sick leave hours shall be accumulated to a total of seven hundred sixty (760) hours.
- D. Use of Sick Leave. Credited sick leave hours may be used as follows, provided timely prior notification is given to proper supervisor:
- (1) Personal illness and/or disability due to an accident or pregnancy - limited to accrued sick leave hours.
 - (2) Illness of a child, current spouse or a person living in the teacher's household who is 70% financially and physically dependent upon the teacher for at least a period of one (1) school year.
 - (3) Sick leave may not be used for routine health examinations, dental appointments or surgical procedures which could be scheduled outside of normal work hours.
 - (4) Admission of a member of the teacher's immediate family (father, mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandparents or others who may have acted in loco parentis) to a hospital or nursing care facility, or a verified comparable situation regarding the teacher's immediate family which requires the presence of the teacher, which could not be arranged outside of normal school hours, up to a maximum of twenty-four (24) hours per year.
 - (5) Extensions of the above may be granted by the Superintendent or his designee.
 - (6) It is agreed by both parties that no charge will be made to an individual teacher's accumulated sick leave when absent due to contracting head lice as a result of examining students for head lice infestation.
- E. Business Leave. Employees may use up to two (2) days of their sick leave credits per school year or portion thereof, non-cumulative, as business leave for business purposes which cannot be reasonably conducted other than during normal duty hours and it is essential that the employee's presence is required away from the school property. Teachers recognize and agree their primary responsibility is to their students, and therefore, they shall not abuse this privilege. Teachers shall be required to fill out the Business Leave Notice (see Appendix F).

- (1) The use of a business day immediately preceding or following a school vacation, legal holiday, parent-teacher conferences or teacher inservice day will be prohibited, except in cases of extreme hardship and must have prior approval of the Superintendent.
- (2) A business leave notice must be submitted in writing to the teacher's immediate supervisor at least two (2) days in advance of the desired time off. The building principal shall have the right to determine how many teachers can be off on business leave at any one time. Consideration will be given on a first come - first served basis.
- (3) It is understood and agreed that teachers will be allowed to use time before school begins and after school ends to take care of emergency situations and/or special personal business situations that cannot be scheduled outside the normal teacher work day.

Teachers will state their business and request release by their building principal. The principal will have the authority to accept or deny the request on a case-by-case, non-precedent setting basis.

It is emphasized that teachers may only use this time for emergency situations or special personal business situations that cannot be scheduled outside the daily duty hours as stated in Article 5, A, and that no teacher may use this time more than three (3) times per school year.

It is further understood and agreed that Article 8, G, will apply to this provision (abuse of leave). The foregoing has been agreed to by the parties on the 28th day of September 1981.

- (4) Grievance Settlement of 10/20/87 as amended to reflect actual student arrival or dismissal times:
 - (a) Elementary non-chargeable business leave time shall be from 8:00 a.m. - 8:30 a.m., and 3:35 p.m. - 4:00 p.m.
 - (b) Secondary non-chargeable business leave time shall be from 2:35 p.m. - 3:25 p.m.
 - (c) Any business leave time that extends beyond the prescribed elementary or secondary time frames, as outlined in (a) or (b) above, shall be charged to said teacher's business leave.

Examples:

Elementary:

1. Request for 8:00 a.m. - 8:30 a.m., runs from 8:00 - 8:45 a.m. - entire 45 minutes charged to business leave.
2. Request from 3:20 p.m. - 4:00 p.m. - entire 40 minutes charged to business leave.

Secondary:

1. Request from 2:20 p.m. - 3:25 p.m. - entire 65 minutes charged to business leave.
- (d) For all non-chargeable business requests, an R & R is to be filled out stating the date, time of leave request, and the reason, so there is no question as to the legitimacy of the request, and that the time period reflects the non-chargeable time frame.
 - (e) It is fully understood, by all parties, that the principal will have the authority to accept or deny the request on a case-by-case, non-precedent setting basis.
 - (f) Any full day business leave time shall be fully chargeable, as in the past.
- F. Funeral Leave. Funeral leave as provided herein shall be deducted from the employee's accumulated sick leave hours.
- (1) Death in immediate family (father, mother, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandparents or others who may have acted in loco parentis) - forty (40) hours per year.
 - (2) Death of relatives outside the immediate family - eight (8) hours per year.
 - (3) Other deaths - one (1) day per year deductible from business leave days may be used to attend the funeral of a close friend.
- G. Abuse of Leave. The parties agree that deliberate abuse of leave constitutes serious misconduct. In the event that the Board has established good cause to believe that a teacher has made a false report regarding any type of leave, or has otherwise abused leave privileges, said teacher shall be subject to the following disciplinary action:
- (1) First offense - written reprimand and loss of pay equivalent to abused day(s).
 - (2) Subsequent offenses - written reprimand and loss of pay equivalent to abused day(s), with possibility of further disciplinary action up to and including dismissal.
- H. Disability Leave Without Pay. Teachers on disability leave shall be entitled to individually accrued benefits as of the start of the leave as provided by the contract.
- (1) Such leave shall be for the duration of the disability, but not to exceed one (1) year.
 - (2) A disabled teacher shall request in writing to the Board of Education to be placed on disability leave as soon as medical confirmation of the disability is made. A teacher on disability leave shall either exhaust or bank sick leave.

- (3) Any teacher who can anticipate a disability in advance, must request in writing a disability leave at least sixty (60) days prior to the expected date of such leave.
 - (4) Any teacher who can anticipate a disability in advance, shall be permitted to continue working as long as he/she satisfactorily performs all regular and normal duties and functions of his/her position. If this requirement cannot be fully maintained, the teacher will be placed on disability leave.
 - (5) A teacher on disability leave of one (1) semester or more who desires to return to duty shall submit a written request to the Superintendent at least thirty (30) days prior to the date he/she wishes to return or prior to the end of the leave, whichever is earlier. The teacher shall return no later than the first day of the beginning of a semester following the date of the teacher becoming eligible to return.
 - (6) A teacher returning from disability leave shall remain on the same increment step as he/she was at the time of his/her departure unless he/she was employed more than one hundred (100) days during the school year when the leave commenced, in which case the teacher shall return at the next higher increment step, if in the new school year.
 - (7) Action shall be taken by the Board on a case-by-case basis for failure to report to work or failure to follow the above requirements and responsibilities. Such Board action shall not constitute a precedent.
 - (8) Physicians' statements shall be required by the Board to certify the need for such disability leave and that the teacher is capable of returning to work from such leave without restriction or limitation.
- I. Jury Duty. A teacher called for jury duty shall be compensated for the difference between said teacher's pay and the pay received for the performance of such obligation for each such day jury duty is required of the teacher.
- J. Testimony. A teacher subpoenaed before any administrative or judicial tribunal to give testimony shall be compensated for the difference between said teacher's pay and the pay received as witness fee for so testifying for each day the teacher is required before such tribunal for that purpose. This provision shall not apply to any teacher who is giving such testimony in an action where the teacher, teachers or the Association bring or is a party to such action against the Board of Education.
- K. Compensable Injury. For the necessary absences from normal teaching assignments because of a disability resulting from an injury arising out of or in the course of employment by the Board, the affected teacher shall be paid the difference between said teacher's net regular compensation and any benefits received under the Workers' Compensation Act to the extent the teacher's unused accumulated sick leave credits provide sufficient funds for this purpose. Payments from

accumulated sick leave to supplement Workers' Compensation payments will only be made after Workers' Compensation payments are determined and will not be used as an offset against Workers' Compensation. The Board shall continue to pay the monthly premium for health and dental insurance for a period of three (3) calendar months or until the end of the school year, whichever is greater, after the date of the injury.

- L. Leave of Absence Without Pay. A leave of absence without pay or fringe benefits may be granted to employees who have completed their probationary period upon written application and with prior Board approval, commencing with the next full semester for a minimum period of fifteen (15) school days and a maximum of one (1) calendar year thereafter for the following purposes:
- (1) Approved study, research or special teaching assignment involving probable advantage to the school system.
 - (2) Other reasons approved by the Board on a case-by-case basis which shall not establish precedent.

Upon return from such leave, a teacher may be placed at the same position on the salary schedule as the teacher would have been had the teacher taught in the District during such period.

- M. Family Medical Leave Act. The provisions of the FMLA shall apply to this Article where appropriate.

ARTICLE NINE (9) - EVALUATION

- A. General Statement. It shall be the policy of the Board and of all administrators in the Vicksburg Community Schools to assist teachers, both new and experienced, to become more useful and valuable members of the staff, to warn them regarding practices which may not be acceptable, to uphold them in the proper discharge of their duties and to guarantee them courteous and considerate treatment at all times.
- B. Evaluation Instrument for Classroom Teachers. The Board agrees to ensure that its classroom teachers are evaluated with respect to their professional duties and responsibilities in accordance with the Board of Education adopted evaluation instrument, which instrument shall only be adopted after the Administration's and Association's representatives meet and confer thereon.
- C. Evaluation of Classroom Teachers. The Board agrees to ensure that its classroom teachers are evaluated with respect to their professional duties and responsibilities at least once every three (3) years on a rotating schedule for tenure classroom teachers (at least one-third (1/3) of all tenured teachers will be evaluated each year on a three (3) year schedule; this shall not preclude more frequent evaluations) and at least twice during each school year for probationary teachers; the first probationary teacher evaluation and interview to occur not later than November 15 and the second

probationary teacher evaluation and interview to occur not later than March 1. Each evaluation shall be substantiated by at least one (1) formal classroom observation. A personal interview between the teacher and an administrator will be held prior to a written evaluation becoming part of the teacher's personnel file, three (3) copies of which shall be submitted to the teacher at the time of the personal interview, two (2) to be acknowledge by signature of the teacher at that time. Such acknowledgment does not constitute agreement therewith. One (1) copy shall be retained by the teacher.

- (1) All formal classroom observations shall be conducted openly and with full knowledge of the teacher. Such observations shall be conducted by the Building Principal or a qualified administrator so designated for a minimum of thirty (30) minutes within a time span of sixty (60) consecutive minutes.
- (2) Informal observations of the teacher's professional duties and responsibilities may be made from time to time and recorded as separate observations. Recorded observations will be furnished to the teacher within three (3) working days after they have been completed.

- D. Tenure Teacher's Response to Evaluations. In the event the tenure teacher believes any written evaluation was incomplete or unjust, said teacher may put the objections in writing and have them attached to the evaluation report in the teacher's personnel file. Teacher evaluations are subject to arbitration. However, in the event an evaluation is submitted to arbitration, the arbitrator must declare in his/her decision who is the winning party and the losing party must pay all costs associated with the arbitration process.
- E. Probationary Teacher's Response to Evaluation. In the event a probationary teacher believes his/her written evaluation was incomplete or unjust, said teacher may put the objections in writing and have them attached to the evaluation report in the teacher's personnel file. In the event a probationary teacher is terminated during or at the end of his/her probationary period, he/she shall have the right to file a letter of protest with the Superintendent who shall schedule a private meeting with the Board of Education, the probationary teacher and his/her representative, the administrator and his/her representative and the Superintendent. The decision of the Board shall be final and binding.
- F. Contents of Personnel File. A teacher will have the right to review the contents of records, excluding initial references of the District pertaining to said teacher, originating after initial employment and to have a representative of the Association accompany him/her in such review. No material, including but not limited to, student, parental or school personnel complaints originating after initial employment will be placed in his/her personnel file unless a teacher has had an opportunity to review the material. Complaints against the teacher shall be put in writing with names of the complainants, administrative action taken and remedy clearly stated. The teacher may submit a written notation regarding any material including complaints and the same shall be attached to the file copy of the material in question. If the parties hereto mutually agree the material to be placed in the file is inappropriate or in error, the material will be corrected or removed from the file, whichever is appropriate.

- G. Performance Evaluation. A teacher shall advance vertically to the next incremental step on the salary schedule or shall remain at the maximum level thereof so long as said teacher continues to receive a "satisfactory" evaluation annually. In the event said teacher receives less than a "satisfactory" annual evaluation, said teacher shall not be advanced vertically on the salary schedule until such time as a "satisfactory" rating is received.
- (1) "Satisfactory" shall constitute an evaluation of "satisfactory" in four (4) of the five (5) major topic areas on the then current evaluation instrument, which instrument shall remain in effect for the duration of this Agreement, but must be satisfactory in the Instructional Skill Area (c).
 - (2) In order for a teacher to achieve a "satisfactory" rating in each of the major evaluation topic areas, the teacher must receive, as a minimum, a "satisfactory" rating in each of the topic areas as follows:
 - (a) General Routine 7 out of 8
 - (b) Planning and Preparation 5 out of 6
 - (c) Instructional Skill 8 out of 10
 - (d) Personal Qualities 10 out of 12
 - (e) Professional Attitudes and Traits 5 out of 6
 - (3) A teacher whom the Administration believes is doing less than a satisfactory job in one (1) or more areas covered by the evaluation instrument shall:
 - (a) Be made aware of the problem areas at least ninety (90) calendar days in advance of their final evaluation, if reasonably possible.
 - (b) Be given a detailed outline of prescribed remedies to obtain a rating of "satisfactory" within the problem area.
 - (4) A teacher who receives a "satisfactory" rating, as defined above in four (4) of the five (5) major topic areas shall not be terminated as a direct result of the evaluation process. This provision shall not apply to a decision of the Board to re-employ a probationary teacher.

ARTICLE TEN (10) - CURRICULUM AND SCHOOL IMPROVEMENT COMMITTEES

- A. Purpose. In order to establish a method of developing consistency, coordination and continuity of District programs, the Board of Education establishes the Total Learning Council (TLC) and related Curriculum and School Improvement and Planning (SIP) Committees. The Total Learning Council (TLC) will serve as a coordinating agent for ongoing evaluation, modification and improvement of the District's K-12 program.

B. Total Learning Council Procedures. The Board and the Association agree to facilitate operation of the Total Learning Council by agreeing on the following:

- (1) The Total Learning Council will function according to those guidelines specified in the Vicksburg Community Schools Guide for Instructional Improvement revised in November 1997.
- (2) All recommendations forthcoming from the Total Learning Council will be of an advisory capacity only and recommendations not approved by the Board will not constitute the basis for a grievance.
- (3) Each teacher will serve on Curriculum and School Improvement Committee(s) in the manner specified in the Guide for Instructional Improvement dated November 1997.
- (4) Each teacher will be expected to attend all committee meetings. Teachers not reporting to a committee meeting will be subject to disciplinary action unless:
 - (a) He/she is the head coach that has a scheduled practice or game the night of the meeting.
 - (b) He/she is other than the head coach, but whose team is involved in a game that night.
 - (c) The teacher was not in attendance during the day of the meeting.
 - (d) He/she is excused in advance, by the Superintendent.
- (5) Committee chairpersons must be tenured teachers.
- (6) For scheduling efficiency, the Total Learning Council will meet in the manner specified in the Guide for Instructional Improvement dated November 1997.
- (7) Grade Levels, Departments, K-12 Committees, Ad Hoc Committees, and SIP Teams will meet in the manner specified in the Guide for Instructional Improvement dated November 1997.
- (8) The Board of Education may provide release time within the work day for Total Learning Council and/or committee activities.

ARTICLE ELEVEN (11) - LAYOFF AND RECALL PROCEDURES

- A. Definition. When the Board determines District finances, enrollment, curtailment of curriculum or education programs, teachers returning from leaves of absence, or other factors require a reduction of staff, teachers may be laid off in accordance with the provisions of this Article. Extracurricular or athletic assignments shall not be a consideration in the layoff of staff.

B. Seniority. The term "seniority" as used in this Article shall be length of continuous service under contract with the Vicksburg School District. The accrual of seniority shall begin from the last date of hire which shall be the first day the employee reported for work from which there has been continuous service. Time on approved voluntary leaves or transfer to a non-bargaining unit position shall not count toward accrued seniority, but shall not constitute a break in continuous service. Time on medical leave while on layoff shall count toward the accrual of seniority for layoff and recall purposes only. The seniority is lost when the employment is severed by accepting employment elsewhere, resignation, retirement, and discharge. Further, all seniority is lost for layoff in excess of twelve (12) months for non-tenure teachers and in accordance with the applicable provisions of the Tenure Act for tenure teachers. Credit given for outside teaching experience in school districts shall not be considered for the purpose of accumulating seniority, but may serve to reduce the probationary period in accordance with the provisions of the Tenure Act. In the event two (2) or more employees have the same date of hire*, the employees shall participate in a mutually agreed upon tie-breaking drawing with the Association represented for purposes of establishing seniority ranking on the seniority list. This Section (B. Seniority) shall apply to all new employees hired after June 30, 1984. Those employees hired before July 1, 1984, shall come under the expired contract (1981 - 1984) V.E.A.-K.C.E.A. language, page 22, Item I., which is as follows:

- (I. Definition of Seniority. Seniority shall be measured from the date of the teacher's signature on their first contract of employment in the School District. When two (2) or more teachers are hired on the same day, the reverse alphabetical order of the last names shall be the determining factor. If reverse alphabetical order is not a determining factor, then the unit member with the lowest social security number shall first be reinstated from a layoff. Should a bargaining unit member return to the school system after resigning, previously accrued seniority shall be reinstated upon return to employment, but teachers on unpaid leaves of absence shall accrue prorated seniority for time worked in a school year for layoff and recall purposes only.)

*Date of hire constitutes the first day the employee reported for work, from which there has been continuous service under contract, not to be confused with the date of signing.

C. Qualifications. For purposes of this Agreement, "certified" shall be defined as by the Department of Education and "qualified" shall be determined as follows, except for one period per day, which may be assigned by the administration without compliance with these requirements, with consent of the teacher, and except for computer classes where qualifications will be determined by the administration.

- (1) To be qualified for any K-8 art, vocal music, instrumental music, special education, industrial arts, home economics, foreign language or physical education position, teachers retained in those positions must be qualified by a major or minor in that subject or prior successful teaching experience in the subject area in the District, which constituted at least one-half (½) of a full-time assignment for at least one (1) school year.

- (2) To be qualified for any other 7-8 grade position and reading K-8, the employee must meet the following criteria:
- (a) Have a major or minor in the subject area, or
 - (b) Have successful teaching experience in the subject area in the District which constituted at least one-half ($\frac{1}{2}$) of the full-time assignment for at least one (1) school year, or
 - (c) In lieu of (b) above, have successfully completed four (4) additional semester hours or equivalent term hours in the subject during the school year in which the position is held.
- (3) To be qualified for any 9-12 position, a teacher must have a major or minor in the subject area or successful teaching experience in the subject area in the District, which constituted at least one-half ($\frac{1}{2}$) of a full-time assignment for at least one (1) school year; all 9-12 teachers must meet North Central Association's requirements within their prescribed period of time.

D. Process of Layoff. In the event the Board deems it necessary to decrease the staff during or after the conclusion of the school year, the following criteria will be used:

- (1) The certification of a teacher.
- (2) The qualification of a teacher.
- (3) The teacher's major and minor areas of study.
- (4) Length of service with the District will be controlling when two (2) or more teachers are relatively equally qualified for retention with the District.
- (5) Teachers who are subject to a layoff will be given one (1) Vicksburg School semester to fulfill the minimum requirements for a major or minor for a remaining position. Such teachers electing this option shall be issued a one (1) semester contract. Upon completion of the necessary requirements, such individual contract shall be automatically extended for the remainder of the school year.

E. Layoff List. As soon as the names of the teachers to be laid off are known, a list of such names shall be given to the Association prior to notification of the individuals to be laid off. In the event of a dispute concerning the layoff list, the Association shall have the right to file a written grievance thereon not later than ten (10) working days after the termination of the meeting requesting review of the list.

F. Notification of Association. Before final action on a reduction of teachers is taken by the Board of Education, it will give notice to the Association of the contemplated reduction and afford Association representatives the opportunity to discuss it with the Employer.

- G. Notification of Layoff. Pursuant to the necessary reduction in personnel, no teacher shall be laid off or reduced in assignment, unless said teacher shall have been notified of said layoff by certified letter or by a hand-delivered letter by the Board or its agents and received by the teacher at least thirty (30) calendar days prior to the start of the school year or thirty (30) calendar days prior to the start of the second semester.
- H. Individual Contracts. In the event a teacher is laid off, the teacher's individual contract of employment shall terminate and the Board's obligation to pay salary or fringe benefits shall terminate, after receipt of all amounts or benefits earned on a prorated basis equal to time worked. Teachers who are laid off during a contract year shall be considered as having completed the contract year for placement on the salary scale, if employed for one (1) semester or more of the school year. It is further agreed that any layoff shall suspend for the duration of the layoff period, the Board's obligation to pay salary or fringe benefits under any teacher's (tenure or non-tenured) individual employment contract or under this Collective Bargaining Agreement.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members laid off during the term of this Agreement, Paragraph B of Article Eleven (11) of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payment during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed laid off professional staff members who have fulfilled their contractual obligation shall have their insurance benefits continued until September 1 in the year of layoff.

- I. Change in Certification. Teachers shall inform the Superintendent, in writing, of any contemplated changes in certification or qualification by May 1 of each year. Changes in a teacher's certification or qualification by August 20 of any year may entitle a teacher to be assigned to a position for which the teacher is newly certified and qualified on the basis of tenure and seniority prior to the start of that year, but not during the school year. Changes in a teacher's certification or qualifications after August 20 may not entitle the teacher to be assigned to a position for which the teacher is newly certified or qualified, unless there is a vacancy.
- J. Reassignment. The Board of Education shall have no obligation to reassign or transfer employees around in order to make positions for which tenure teachers or teachers with greater seniority would be certified and qualified, but may do so in its discretion. The Board shall have no obligation to create part-time positions. Nothing in this section shall prohibit a more senior teacher from directly bumping the least senior teacher in a position for which he/she is qualified and certified, when being laid off.
- K. Non-Classroom Teacher. Non-classroom or so-called special teachers assigned to a classroom because of a layoff shall return to their former positions once reinstatement of their former position is made by the Board of Education.

- L. Voluntary Layoff. Before a layoff, the Board may accept volunteers for a layoff. Teachers who would accept voluntary layoff status shall notify the Board of their intentions in writing to the Superintendent, with a copy to the Association President, within five (5) calendar days of the notice of staff reductions. All contractual rights, including recall, but excluding economic benefits not earned before the layoff, shall be afforded the teacher in voluntary layoff status. Teachers who accept a voluntary layoff must understand that they will be denied unemployment compensation benefits under current Michigan law.
- M. Seniority List Verification. By October 1 of each school year, the Board shall provide the Association President with an up-to-date list, to minimally include the following: Date of hire, dates of unpaid leaves of absence, certification(s) held, major(s)/minor(s) and tenure or probationary status. Said list shall be in rank order with the most senior teacher in the District being first on the list. The dates for any teacher's unpaid leave(s) of absence shall reflect the first and last work dates missed by the teacher as a result of the leave(s). Challenges to the seniority list shall be made by the Association within thirty (30) days of notification by the Board of Education.
- N. Right of Recall. Teachers eligible for recall from layoff shall be recalled in accordance with the following criteria:
- (1) The certification of a teacher.
 - (2) The qualifications of a teacher.
 - (3) The teacher's major or minor areas of study.
 - (4) Length of service with the District will be controlling when two (2) or more teachers are relatively equally qualified for retention with the District.
 - (5) Teachers who are subject to a layoff will be given one (1) Vicksburg School semester to fulfill the minimum requirements for a major or minor for a remaining position. Such teachers electing this option shall be issued a one (1) semester contract. Upon completion of the necessary requirements, such individual contract shall be automatically extended for the remainder of the school year.
- O. Unemployment Compensation Benefits. A teacher, who is laid off and who is paid unemployment benefits (associated with his/her regular teaching assignment) during the summer immediately following the layoff and who is subsequently recalled to a teaching position prior to November 1 of the next school year, shall have his/her teaching compensation reduced by ninety percent (90%) of the gross dollar amount of the unemployment compensation benefits he/she received in the summer in accordance with then applicable law.

- P. Administrator Rights to Return to Teaching Position. Any teacher, who shall be transferred to or hired for an administrative or supervisory position and shall later return to or be assigned a teacher status, shall be entitled to such rights as the teacher may have had or would have had under this Agreement had the teacher not been hired for or transferred to such an administrative or supervisory status.

ARTICLE TWELVE (12) - GRIEVANCE PROCEDURE

- A. Definition. A grievance is an alleged violation of the terms and conditions of the teachers' collective bargaining agreement or any rule, order, policy or regulation of the Board, which is specifically limited by the terms of this collective bargaining agreement and may be processed as herein set forth. No grievance shall duplicate any claim under the Teacher Tenure Act, as amended from time to time.
- B. Procedure.
- (1) Level One: A teacher with a grievance shall present it in writing with the following information:
- (a) It shall be signed by the grievant or grievants;
 - (b) It shall contain a synopsis of the facts giving rise to the alleged violation;
 - (c) It shall cite the section or subsection of this Agreement alleged to have been violated;
 - (d) It shall contain the date of the alleged violation;
 - (e) It shall specify the relief requested.

The grievance shall be discussed with the teacher's immediate supervisor or principal, individually or together with the Association Representative or through the Association Representative. Such discussion shall take place within ten (10) working days of the teacher's knowledge of the occurrence of the event upon which the grievance is based or within ten (10) working days of when a reasonably prudent person would have knowledge of the event upon which the grievance is based.

1. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or his/her designees. The grievance shall be filed at Level Two within ten (10) working days of the event upon which the grievance is based.
2. The decision rendered at this Level One shall be presented in writing within ten (10) working days after presentation of the grievance.

- (2) Level Two: If the Association or individual is not satisfied with the disposition of the grievance or if no disposition has been made within the period above provided, the grievance shall be transmitted to the Superintendent within ten (10) working days. Within ten (10) working days, the Superintendent or his/her designee shall meet with the Association and/or individual on the grievance and shall indicate his/her disposition of the grievance in writing within ten (10) working days of such meeting and shall furnish a copy thereof to the Association and the teacher.
- (3) Level Three: If the Association's Executive Committee is dissatisfied with the Superintendent's answer or if the Superintendent failed to answer the grievance within the time provided in Level Two, the Association may elect to submit the matter to arbitration, provided the Association initiates the arbitration process by filing a written notice to arbitrate with the Superintendent of the District within thirty (30) calendar days after receipt of the Superintendent's answer or the first day after the end of the period in which it was due. The arbitrator will be selected through the American Arbitration Association in accordance with its rules, then in effect, when the Association files a demand within thirty (30) calendar days after receipt of the Superintendent's answer.
- (a) The powers and authority of the arbitrator are subject to the following limitations:
1. The arbitrator shall have no authority to add to, subtract from, change or modify any provision of this Agreement, but shall be limited solely to the interpretation and application of the provisions contained herein.
 2. The arbitrator shall have no authority to rule on any matter that may be processed to the Tenure Commission, consider or rule on the continued employment of a probationary teacher, except as the Board is limited by Section G (4) of Article 9 of this Agreement.
 3. The arbitrator shall have no authority to rule on the continuation of extra duty programs or whom the Board selects for said functions.
 4. The arbitrator shall have no authority to change a practice, policy or rule of the Board nor substitute his/her judgment for that of the Board or as to the reasonableness of any action taken by the Board, except when such practice, policy or rule is limited by the terms of this Agreement.
 5. The decision of the arbitrator may be appealed by either party to this Agreement provided such appeal is filed with a court of competent jurisdiction within twenty (20) calendar days after receipt of the arbitrator's decision. In the event neither party to this Agreement appeals the arbitrator's decision within the twenty (20) day appeal period, the arbitrator's decision shall become final and binding thereafter.

C. Miscellaneous.

- (1) A grievance may be withdrawn at any level without prejudice or record and in the event of such, the Administration is no longer obligated to meet with the individual employee.
- (2) No reprisals of any kind shall be taken by or against any party of interest or any authorized participant in the Grievance Procedure by reason of such participation.
- (3) Forms for filing and processing grievances shall be provided by the Association.
- (4) The expenses and wages of witnesses and representatives of the parties shall be borne by the party for whom they appear.
- (5) The cost and fees of the arbitrator shall be borne equally by the parties to the proceedings, except for matters related to tenure teachers' evaluations where the losing party shall pay all costs and fees.
- (6) The parties agree that grievances should be processed in a timely manner. Should there be a dispute as to timeliness, and the matter of timeliness is not resolved during the course of the grievance procedure, it is agreed the matter shall be resolved as an initial issue at the time of arbitration. The arbitrator shall make a verbal bench ruling as to timeliness before proceeding on the merits of a grievance. Should the bench decision be adverse to the Association, the hearing shall be concluded and the arbitrator shall provide a written statement on timeliness within ten (10) days of the hearing. If the arbitrator decides to hear the merits of the case, his/her decision on timeliness shall be included in the award to the parties.
- (7) Notwithstanding the expiration of this Agreement, any grievance arising under the terms of this Agreement may be processed under the terms thereof through arbitration.

ARTICLE THIRTEEN (13) - CONTRACT MAINTENANCE

- A. Savings Clause. If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, the Employer and the Association shall enter into collective bargaining for the purpose of negotiating a mutually satisfactory replacement of such provision.

- B. Entire Agreement. 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 a written and signed amendment to this Agreement.
- C. Proscribed Activity. The Association agrees that, during the life of this Agreement, neither the Association, its agents, nor its members will authorize, instigate, aid or engage in a work stoppage, slowdown, strike, or other concerted activity against individual members of the Board. The Board agrees that it will not lock out any employee during the term of this Agreement or during any period during which a successor agreement is being negotiated by the parties. The Board also agrees that it will not, during the period of this Agreement, engage in any unfair labor practice as defined in the Public Employment Relations Act and the Association agrees not to engage in a sympathy or unfair labor practice strike or concerted activity.
- D. Special Conferences. The parties agree to have their authorized representatives meet at a mutually satisfactory time for the purpose of reviewing the administration of this Agreement and to resolve problems that may arise therefrom.
- (1) Either party may request a meeting, when the need arises, by submitting a written agenda with a request for such meeting. Such requests may not be submitted more frequently than once a month.
 - (2) The representatives will strive to meet within one (1) week of receipt of the request by the other party.
 - (3) These meetings are not intended to bypass the Grievance Procedure.
- E. Duration of Agreement. This Agreement supersedes all prior agreements between the parties hereto and shall become effective as of the **21st Day of August, 1997**, and shall remain in full force and effect until the **30th Day of June, 2001**, and from year to year thereafter, unless either party hereto serves written notice upon the other on or before the first day of April, **2001**, or at least sixty (60) days prior to the expiration of any subsequent automatic renewal period of its intent to terminate, revise or modify the terms and provisions hereof.

KALAMAZOO COUNTY EDUCATION ASSN.-
VICKSBURG EDUCATION ASSOCIATION

BOARD OF EDUCATION


Jeffrey Anson, VEA Chief Negotiator


Patricia Reeves, Superintendent


Janet Wright, VEA President

PREAMBLE FOR APPENDICES A, B, C, & D
TOTAL COMPENSATION CALCULATIONS & SALARY SCHEDULES
1997-98, 1998-99, 1999-2000, and 2000-2001 School Years

The Direct/Indirect Compensation Formula will be determined as follows:

1. The per pupil foundation grant for the new contract year will be compared to the final per pupil foundation grant for the previous year and the percentage increase will be determined.
2. The per pupil foundation grant percentage increase will be multiplied against the Vicksburg Education Association direct and indirect compensation base for the previous contract year. The direct compensation base is defined as follows:
 - the Appendix A salaries including longevity and extra days
 - the Appendix B salaries
 - the Appendix D payments

The indirect compensation base is defined as follows:

- all insurance premiums to include health, vision and dental
- cash in lieu of insurance

This will create the compensation pool increase for the new contract year.

3. The compensation pool increase will be allocated in the following order:
 - A. Any percentage increase/decrease in the MPSERS (Retirement) contribution between the previous contract year and the new contract year, multiplied by the VEA direct compensation base for the previous contract year, will be deducted from or added to the compensation pool increase.
 - B. Any percentage increase/decrease in the FICA (Social Security) contribution between the previous contract year and the new contract year, multiplied by the VEA direct compensation base for the previous contract year will be deducted from or added to the compensation pool increase.
 - C. Any premium increase/decrease in all insurance coverages provided to the VEA membership between the previous contract year and the new contract year will be identified and will be deducted from or added to the compensation pool increase.
 - D. Increase Appendix B by 10% in 1997-98 and 10% in 1998-99. These increases to Appendix B will be deducted from the compensation pool for the 1997-98 and 1998-99 contract years.

APPENDIX A
SALARY SCHEDULE FOR TEACHERS
1997-98

A. Effective with the start of school for the 1997-98 school year, the following salary schedule shall apply, based on the "Preamble for Appendices A, B, C, and D":

<u>STEP</u>	<u>B.A.</u>	<u>B.A.+20</u>	<u>M.A.</u>	<u>M.A.+15</u>
1.0	\$25,678	\$26,705	\$28,246	\$29,530
1.5	\$26,261	\$27,389	\$29,005	\$30,311
2.0	\$26,845	\$28,073	\$29,765	\$31,092
2.5	\$27,429	\$28,757	\$30,525	\$31,873
3.0	\$28,012	\$29,441	\$31,284	\$32,654
3.5	\$28,596	\$30,125	\$32,044	\$33,435
4.0	\$29,179	\$30,809	\$32,803	\$34,216
4.5	\$29,763	\$31,493	\$33,563	\$34,997
5.0	\$30,347	\$32,177	\$34,323	\$35,778
5.5	\$30,930	\$32,861	\$35,082	\$36,559
6.0	\$31,514	\$33,545	\$35,842	\$37,340
6.5	\$32,097	\$34,229	\$36,602	\$38,121
7.0	\$32,681	\$34,913	\$37,361	\$38,902
7.5	\$33,265	\$35,597	\$38,121	\$39,683
8.0	\$33,848	\$36,280	\$38,881	\$40,464
8.5	\$34,432	\$36,964	\$39,640	\$41,245
9.0	\$35,015	\$37,648	\$40,400	\$42,026
9.5	\$35,599	\$38,332	\$41,159	\$42,807
10.0	\$36,182	\$39,016	\$41,919	\$43,588
10.5	\$36,766	\$39,700	\$42,679	\$44,369
11.0	\$37,350	\$40,384	\$43,438	\$45,150
11.5	\$37,933	\$41,068	\$44,198	\$45,931
12.0	\$38,517	\$41,752	\$44,958	\$46,712
12.5			\$45,717	\$47,493
13.0			\$46,477	\$48,274

B. Special certificated teachers hired during and for the term of this Agreement pursuant to Public Act 287 will be placed on the BA scale above. The Board shall determine the step.

B.A. Longevity:

2%	15-19 years	= \$ 770
3%	20-24 years	= \$ 1,156
5%	25 + years	= \$ 1,926

B.A.+20 Longevity:

2%	15-19 years	= \$ 835
3%	20-24 years	= \$ 1,253
5%	25 + years	= \$ 2,088

M.A. Longevity:

2%	15-19 years	= \$ 899
3%	20-24 years	= \$ 1,349
5%	25 + years	= \$ 2,248

M.A.+15 Longevity:

2%	15-19 years	= \$ 934
3%	20-24 years	= \$ 1,401
5%	25 + years	= \$ 2,336

APPENDIX A
SALARY SCHEDULE FOR TEACHERS
1998-99

A. Effective with the start of school for the 1998-99 school year, the following salary schedule shall apply, based on the "Preamble for Appendices A, B, C, and D":

<u>STEP</u>	<u>B.A.</u>	<u>B.A. +20</u>	<u>M.A.</u>	<u>M.A. +15</u>
1.0	\$25,901	\$26,937	\$28,491	\$29,786
1.5	\$26,490	\$27,627	\$29,258	\$30,574
2.0	\$27,079	\$28,317	\$30,024	\$31,362
2.5	\$27,667	\$29,007	\$30,790	\$32,150
3.0	\$28,256	\$29,697	\$31,556	\$32,938
3.5	\$28,845	\$30,387	\$32,323	\$33,726
4.0	\$29,433	\$31,077	\$33,089	\$34,513
4.5	\$30,022	\$31,767	\$33,855	\$35,301
5.0	\$30,611	\$32,457	\$34,621	\$36,089
5.5	\$31,199	\$33,147	\$35,388	\$36,877
6.0	\$31,788	\$33,836	\$36,154	\$37,665
6.5	\$32,377	\$34,526	\$36,920	\$38,453
7.0	\$32,965	\$35,216	\$37,686	\$39,240
7.5	\$33,554	\$35,906	\$38,453	\$40,028
8.0	\$34,143	\$36,596	\$39,219	\$40,816
8.5	\$34,731	\$37,286	\$39,985	\$41,604
9.0	\$35,320	\$37,976	\$40,751	\$42,392
9.5	\$35,909	\$38,666	\$41,518	\$43,180
10.0	\$36,497	\$39,356	\$42,284	\$43,967
10.5	\$37,086	\$40,046	\$43,050	\$44,755
11.0	\$37,675	\$40,736	\$43,816	\$45,543
11.5	\$38,263	\$41,426	\$44,583	\$46,331
12.0	\$38,852	\$42,115	\$45,349	\$47,119
12.5			\$46,115	\$47,907
13.0			\$46,881	\$48,694

B. Special certificated teachers hired during and for the term of this Agreement pursuant to Public Act 287 will be placed on the BA scale above. The Board shall determine the step.

B.A. Longevity:

2%	15-19 years	= \$ 777
3%	20-24 years	= \$ 1,166
5%	25 + years	= \$ 1,943

B.A.+20 Longevity:

2%	15-19 years	= \$ 842
3%	20-24 years	= \$ 1,263
5%	25 + years	= \$ 2,106

M.A. Longevity:

2%	15-19 years	= \$ 907
3%	20-24 years	= \$ 1,360
5%	25 + years	= \$ 2,267

M.A.+15 Longevity:

2%	15-19 years	= \$ 942
3%	20-24 years	= \$ 1,414
5%	25 + years	= \$ 2,356

APPENDIX A
SALARY SCHEDULE FOR TEACHERS
1998-99

Effective with the start of school for the 1998-99 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX A
SALARY SCHEDULE FOR TEACHERS
1999-2000

Effective with the start of school for the 1999-2000 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX A
SALARY SCHEDULE FOR TEACHERS
2000-2001

Effective with the start of school for the 2000-2001 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX B
SALARY SCHEDULE FOR COACHES
1997-98

<u>POSITION</u>	<u>YEARS OF ACTIVITY EXPERIENCE</u>			
	0	1	2	3
HEAD HS FOOTBALL	\$3,357	\$3,796	\$3,986	\$4,186
HEAD HS BASKETBALL	\$3,357	\$3,796	\$3,986	\$4,186
HEAD HS WRESTLING	\$3,357	\$3,796	\$3,986	\$4,186
HEAD VOLLEYBALL	\$2,325	\$2,906	\$3,053	\$3,204
HEAD SOFTBALL	\$2,325	\$2,906	\$3,053	\$3,204
HEAD HS BASEBALL	\$2,325	\$2,906	\$3,053	\$3,204
HEAD HS TRACK	\$2,325	\$2,906	\$3,053	\$3,204
ASST. VOLLEYBALL	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS BASKETBALL	\$1,807	\$2,105	\$2,263	\$2,431
FRESHMAN BASKETBALL	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS FOOTBALL	\$1,807	\$2,105	\$2,263	\$2,431
RESERVE HEAD FOOTBALL	\$1,807	\$2,105	\$2,263	\$2,431
RESERVE ASST. FOOTBALL	\$1,807	\$2,105	\$2,263	\$2,431
FRESHMAN HEAD FOOTBALL	\$1,807	\$2,105	\$2,263	\$2,431
FRESHMAN ASST. FOOTBALL	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS BASEBALL	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS TRACK	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS WRESTLING	\$1,807	\$2,105	\$2,263	\$2,431
HEAD HS TENNIS	\$1,807	\$2,105	\$2,263	\$2,431
HEAD HS CROSS COUNTRY	\$1,807	\$2,105	\$2,263	\$2,431
HEAD HS GOLF	\$1,807	\$2,105	\$2,263	\$2,431
ASST. HS SOFTBALL	\$1,807	\$2,105	\$2,263	\$2,431
HEAD HS SOCCER	\$1,807	\$2,105	\$2,263	\$2,431
HS CHEERLEADING	\$1,807	\$2,105	\$2,263	\$2,431
7TH/8TH GRADE VOLLEYBALL	\$1,307	\$1,394	\$1,562	\$1,731
INTRAMURALS COORDINATOR	\$1,307	\$1,394	\$1,562	\$1,731
7TH/8TH GRADE BASKETBALL	\$1,307	\$1,394	\$1,562	\$1,731
MS WRESTLING	\$1,307	\$1,394	\$1,562	\$1,731
MS ATHLETIC COORDINATOR	\$1,307	\$1,394	\$1,562	\$1,731
MS MEET MANAGER	\$1,307	\$1,394	\$1,562	\$1,731
MS CROSS COUNTRY	\$1,307	\$1,394	\$1,562	\$1,731
MS TRACK	\$1,307	\$1,394	\$1,562	\$1,731
ASST. HS CROSS COUNTRY	\$1,307	\$1,394	\$1,562	\$1,731
ASST. HS SOCCER	\$1,307	\$1,394	\$1,562	\$1,731
ELEMENTARY BASKETBALL	\$132	\$132	\$132	\$132

IF THE ABOVE TITLE DENOTES MORE THAN ONE COACHING POSITION IN THE SAME SPORT AND THERE IS A DIFFERENCE IN THE LENGTH OF SEASONS, THE SALARY FOR THE SHORTER SEASON WILL BE PRORATED WEEKLY AGAINST THE LONGER SEASON.

CURRENT EMPLOYEES SHALL BE CONSIDERED FIRST FOR THE ABOVE POSITIONS BEFORE NEW EMPLOYEES ARE HIRED FOR SAID POSITIONS.

THE COACH SHALL HAVE THE OPTION OF HAVING THEIR SALARY PRORATED IN THEIR BI-WEEKLY PAYCHECK, OR RECEIVING THE COACHING PAY AT THE END OF THE SPORT SEASON.

APPENDIX B
SALARY SCHEDULE FOR COACHES
1998-99

Bii

<u>POSITION</u>	<u>YEARS OF ACTIVITY EXPERIENCE</u>			
	0	1	2	3
HEAD HS FOOTBALL	\$3,693	\$4,176	\$4,385	\$4,605
HEAD HS BASKETBALL	\$3,693	\$4,176	\$4,385	\$4,605
HEAD HS WRESTLING	\$3,693	\$4,176	\$4,385	\$4,605
HEAD VOLLEYBALL	\$2,558	\$3,197	\$3,358	\$3,524
HEAD SOFTBALL	\$2,558	\$3,197	\$3,358	\$3,524
HEAD HS BASEBALL	\$2,558	\$3,197	\$3,358	\$3,524
HEAD HS TRACK	\$2,558	\$3,197	\$3,358	\$3,524
ASST. VOLLEYBALL	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS BASKETBALL	\$1,988	\$2,316	\$2,489	\$2,674
FRESHMAN BASKETBALL	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS FOOTBALL	\$1,988	\$2,316	\$2,489	\$2,674
RESERVE HEAD FOOTBALL	\$1,988	\$2,316	\$2,489	\$2,674
RESERVE ASST. FOOTBALL	\$1,988	\$2,316	\$2,489	\$2,674
FRESHMAN HEAD FOOTBALL	\$1,988	\$2,316	\$2,489	\$2,674
FRESHMAN ASST. FOOTBALL	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS BASEBALL	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS TRACK	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS WRESTLING	\$1,988	\$2,316	\$2,489	\$2,674
HEAD HS TENNIS	\$1,988	\$2,316	\$2,489	\$2,674
HEAD HS CROSS COUNTRY	\$1,988	\$2,316	\$2,489	\$2,674
HEAD HS GOLF	\$1,988	\$2,316	\$2,489	\$2,674
ASST. HS SOFTBALL	\$1,988	\$2,316	\$2,489	\$2,674
HEAD HS SOCCER	\$1,988	\$2,316	\$2,489	\$2,674
HS CHEERLEADING	\$1,988	\$2,316	\$2,489	\$2,674
7TH/8TH GRADE VOLLEYBALL	\$1,438	\$1,533	\$1,718	\$1,904
INTRAMURALS COORDINATOR	\$1,438	\$1,533	\$1,718	\$1,904
7TH/8TH GRADE BASKETBALL	\$1,438	\$1,533	\$1,718	\$1,904
MS WRESTLING	\$1,438	\$1,533	\$1,718	\$1,904
MS ATHLETIC COORDINATOR	\$1,438	\$1,533	\$1,718	\$1,904
MS MEET MANAGER	\$1,438	\$1,533	\$1,718	\$1,904
MS CROSS COUNTRY	\$1,438	\$1,533	\$1,718	\$1,904
MS TRACK	\$1,438	\$1,533	\$1,718	\$1,904
ASST. HS CROSS COUNTRY	\$1,438	\$1,533	\$1,718	\$1,904
ASST. HS SOCCER	\$1,438	\$1,533	\$1,718	\$1,904
ELEMENTARY BASKETBALL	\$145	\$145	\$145	\$145

IF THE ABOVE TITLE DENOTES MORE THAN ONE COACHING POSITION IN THE SAME SPORT AND THERE IS A DIFFERENCE IN THE LENGTH OF SEASONS, THE SALARY FOR THE SHORTER SEASON WILL BE PRORATED WEEKLY AGAINST THE LONGER SEASON.

CURRENT EMPLOYEES SHALL BE CONSIDERED FIRST FOR THE ABOVE POSITIONS BEFORE NEW EMPLOYEES ARE HIRED FOR SAID POSITIONS.

THE COACH SHALL HAVE THE OPTION OF HAVING THEIR SALARY PRORATED IN THEIR BI-WEEKLY PAYCHECK, OR RECEIVING THE COACHING PAY AT THE END OF THE SPORT SEASON.

APPENDIX B
SALARY SCHEDULE FOR COACHES
1999-2000

Effective with the start of school for the 1999-2000 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX B
SALARY SCHEDULE FOR COACHES
2000-2001

Effective with the start of school for the 2000-2001 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX C
FRINGE BENEFITS

A. Health Insurance.

- (1) Upon acceptance of written application, the Board agrees to pay a portion of the insurance premium (as designated by the Association each year through the Total Compensation Formula described in the "Preamble for Appendices A, B, C, and D") toward Super Care 1 or Ultramed C for health care protection, provided either by the Michigan Education Special Services Association or SET, Incorporated, as elected by each teacher for the period beginning July 1, 1997, and ending June 30, 2001, provided that in all cases employee, spouse and/or dependent benefits will not be paid thereunder, which duplicate benefits to which such spouse and/or dependent is entitled under any other group insurance plan. Teachers shall be required to certify in writing that they are eligible for the coverage they have elected. If at any time it is discovered by the Administration that the coverage is at variance with that which has been certified as above provided, the teacher shall be required to reimburse the Board for all payments made by it on the teacher's behalf since the date upon which the variance started.
- (2) Upon acceptance of written application, the Board agrees to pay a portion of the insurance premiums (as designated by the Association each year through the Total Compensation Formula described in the "Preamble for Appendices A, B, C, and D") for Self Life Insurance, Dependent Life Insurance, Loss of Time, Long Term disability and/or Hospital Supplement Options, provided either by the Michigan Education Special Services Association or SET, Incorporated, for the period beginning July 1, 1997, and ending June 30, 2001, for all teachers who do not qualify for health care protection insurance.

<u>Coverage</u>	<u>Eligibility</u>
[1] Health care protection for member, spouse and children	Teacher with dependents where the employee's spouse and/or dependents are not covered elsewhere
[2] Health care protection for member & spouse/child	Teacher with dependents where the employee and spouse/child are not covered elsewhere
(Health care protection for member & children	Teacher with dependents where the employee and children are not covered elsewhere) [SET ULTRA MED ONLY]
[3] Health care protection for self only	Teachers who choose to cover themselves only
[4] Options*	

*If teacher is not eligible or does not choose to purchase health care protection, said teacher may elect to purchase the options.

APPENDIX B
SALARY SCHEDULE FOR EXTRA ASSIGNMENTS
1997-98

<u>POSITION</u>	<u>YEARS OF ACTIVITY EXPERIENCE</u>			
	0	1	2	3
HS BAND DIRECTOR	\$3,094	\$3,357	\$3,521	\$3,699
HS BOOKSTORE	\$1,807	\$1,871	\$1,936	\$2,000
HS VOCAL	\$1,548	\$1,704	\$1,859	\$2,011
HS MUSICAL	\$1,548	\$1,704	\$1,859	\$2,011
MS BAND DIRECTOR	\$1,548	\$1,704	\$1,859	\$2,011
ORCHESTRA DIRECTOR	\$1,548	\$1,704	\$1,859	\$2,011
FFA ADVISOR	\$1,469	\$1,616	\$1,761	\$1,905
DRAMATICS COACH (When not part of class)	\$1,484	\$1,548	\$1,612	\$1,675
DEBATE/FORENSICS COACH (When not part of class)	\$ 900	\$ 970	\$1,032	\$1,097
STUDENT COUNCIL ADVISOR	\$ 705	\$ 773	\$ 835	\$ 895
HS YEARBOOK ADVISOR	\$ 705	\$ 773	\$ 835	\$ 895
MS YEARBOOK ADVISOR	\$ 354	\$ 384	\$ 417	\$ 448
NEWS PUBLICATION (When not part of class)	\$ 113	\$ 132	\$ 142	\$ 152
POM PON SQUAD	\$ 113	\$ 132	\$ 142	\$ 152

RATES PER YEAR

JUNIOR CLASS ADVISOR (2 MAXIMUM)	\$452
SENIOR CLASS ADVISOR (2 MAXIMUM)	\$490
SCHOOL IMPROVEMENT CHAIR	\$490
DEPT/CURR. CHAIR - CLASS I	\$490
DEPT/CURR. CHAIR - CLASS II	\$386
DEPT/CURR. SECRETARIES	\$ 63

The teacher shall have the option of having their salary prorated in their bi-weekly paycheck, or receiving the pay at the end of the school year.

APPENDIX B
SALARY SCHEDULE FOR EXTRA ASSIGNMENTS
1998-99

<u>POSITION</u>	<u>YEARS OF ACTIVITY EXPERIENCE</u>			
	0	1	2	3
HS BAND DIRECTOR	\$3,403	\$3,357	\$3,873	\$4,069
HS BOOKSTORE	\$1,988	\$2,058	\$2,130	\$2,200
HS VOCAL	\$1,703	\$1,874	\$2,045	\$2,212
HS MUSICAL	\$1,703	\$1,874	\$2,045	\$2,212
MS BAND DIRECTOR	\$1,703	\$1,874	\$2,045	\$2,212
ORCHESTRA DIRECTOR	\$1,703	\$1,874	\$2,045	\$2,212
FFA ADVISOR	\$1,616	\$1,778	\$1,937	\$2,096
DRAMATICS COACH (When not part of class)	\$1,632	\$1,703	\$1,773	\$1,843
DEBATE/FORENSICS COACH (When not part of class)	\$ 990	\$1,067	\$1,135	\$1,207
STUDENT COUNCIL ADVISOR	\$ 776	\$ 850	\$ 919	\$ 985
HS YEARBOOK ADVISOR	\$ 776	\$ 850	\$ 919	\$ 985
MS YEARBOOK ADVISOR	\$ 389	\$ 422	\$ 459	\$ 493
NEWS PUBLICATION (When not part of class)	\$ 124	\$ 145	\$ 156	\$ 167
POM PON SQUAD	\$ 124	\$ 145	\$ 156	\$ 167
		RATES PER YEAR		
JUNIOR CLASS ADVISOR (2 MAXIMUM)		\$497		
SENIOR CLASS ADVISOR (2 MAXIMUM)		\$539		
SCHOOL IMPROVEMENT CHAIR		\$539		
DEPT/CURR. CHAIR - CLASS I		\$539		
DEPT/CURR. CHAIR - CLASS II		\$425		
DEPT/CURR. SECRETARIES		\$ 69		

The teacher shall have the option of having their salary prorated in their bi-weekly paycheck, or receiving the pay at the end of the school year.

APPENDIX B
SALARY SCHEDULE FOR EXTRA ASSIGNMENTS
1999-2000

Effective with the start of school for the 1999-2000 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX B
SALARY SCHEDULE FOR EXTRA ASSIGNMENTS
2000-2001

Effective with the start of school for the 2000-2001 school year, the salary schedule will be developed as per the provisions of the "Preamble for Appendices A, B, C, and D."

15 - 19 years of continuous service	--	2%
20 - 24 years of continuous service	--	3%
25 or more years of continuous service	--	5%

Longevity payments will be added, in proportionate amounts, to the teacher's biweekly paycheck.

- C. Dental Insurance. Beginning September 1, 1990, the Board agrees to provide a "self-insured" Dental Program administered according to MESSA-Delta guidelines. The plan shall pay to the provider for dental service at 80/80/80 during the life of this Agreement as outlined in the brochure of Vicksburg Community Schools Dental Self-Insured Plan for VEA. The administration shall have a dated copy of the brochure available each year.
- (1) Class I Benefits - 80% of the charge to a maximum of \$1,000 per person total per contract year for basic dental services.
 - (2) Class II Benefits - 80% of the charge to a maximum of \$1,000 per person per contract year for postodontic dental services.
 - (3) Class III Benefits - 80% of the charge to a maximum of \$1,000 per person total lifetime maximum. This shall be for dependent children only, nineteen years of age or under.
- D. Vision Insurance. The Board agrees to contribute up to a total of \$20.00 per month per employee towards the purchase of MESSA VSP 3 (vision insurance) for all teachers and their eligible dependents, for the 1997-2001 school years beginning September 1, 1997.

Beginning September 1, 1997 and each succeeding year thereafter of this Agreement, the same program may become a "self-funded" program administered by the Board and providing the same coverage and benefits as provided by the VSP 3 program.

APPENDIX D
ADDITIONAL ECONOMIC BENEFITS

- A. Early Retirement Incentive Program. To qualify for a retirement incentive plan, a teacher must be eligible to retire under the Public School Employees Retirement System and have completed twenty-five (25) years of MPSERS credit, as long as no fewer than twenty (20) years actual employment has been completed with the Vicksburg Community Schools. Notice of intent to retire must be made to the Board of Education by April 1.

Employees who retire as of June 30 shall receive a lump sum payment of \$10,000 before September 1 following their last day of work, or at their election the following January 1. This Early Retirement Incentive Plan shall be offered until the date legislation is signed into state law, which would impose any kind of financial penalty to districts with early retirement incentive programs. In the event this occurs, members who have already retired under the District Early Retirement Incentive Program will continue to receive the full benefit for which they qualify under Appendix D.

Teachers, who participate in the early retirement incentive program, may elect to continue to receive hospitalization insurance through the School District until age 65 and shall pay the cost of the insurance by one of the following methods:

1. Teachers may authorize the business office to deduct from the year-end early retirement payments the cost of the insurance premiums for that year.
2. Teachers providing substitute teacher service to the District in the areas of their certification and qualifications may authorize the District to apply the substitute pay toward the cost of hospitalization insurance premiums. Substitute pay for teachers in the early retirement program shall be \$57 per day or the going rate for succeeding years of the contract.
3. In the event that teachers elect to receive health insurance and do not qualify for a year-end early retirement payment, or if there are insufficient substitute services, the teacher will submit the monthly premium to the District as required by the insurance carrier.

Teachers who elect to purchase health insurance, shall notify the school of same no later than the first day of each school year and shall declare which payment option will be selected for that year.

Teachers, who participate in this early retirement incentive plan, shall designate a beneficiary for the receipt of the lump sum payment and payment shall be made to such designated beneficiary in the event the teacher expires prior to the above mentioned schedule.

All participants in this plan must agree that they will never file for unemployment or Worker's Compensation benefits as a result of their employment status with the Vicksburg Community Schools.

Once a teacher retires under the provisions of this plan, no subsequent negotiations may withdraw or reduce said benefits.

- I. Summer School and Driver Education. Assignments for instruction in academic subjects in Driver Education and summer school programs shall be made by the Board on the basis of preference to certified teachers regularly employed in the District during that normal school year. Teachers shall be compensated for teaching in any such program as follows:
- (1) Summer School - Ten (\$10.00) dollars per classroom period of not to exceed one and one-half (1-1/2) hours.
 - (2) Driver Education - Seventeen dollars and sixty-eight cents (\$17.68) per hour for the 1997-98 school year. For 1998-99, 1999-2000, and 2000-2001, the Driver Education hourly rate will be set as per the provisions of the "Preamble for Appendices A, B, C, and D."
 - (3) Employees' teaching time schedule for any such program shall be determined by the Administration.
 - (4) There will be no sick leave allowance for Driver Education and summer school programs.
 - (5) Any federal programs that are not part of the regular school program shall not be covered by this Agreement.
- J. Lead Teacher. In the event the Administration deems it necessary to designate a teacher for the purpose of instructing other staff members in implementing an existing or a new learning program, which is outside the designated teacher's normal duties and responsibilities, said teacher shall be paid ten (\$10.00) dollars per hour of actual instruction time in addition to the teacher's regular salary. The Administration shall have the sole and exclusive right to designate who, when, and how many lead teachers it deems necessary at any given time and for any given program. Lead teachers shall be granted at least one (1) day per month of released time upon the teacher's request and demonstrated necessity therefore to the School Administration. Teachers who have reasons justifiable to the Administration for not accepting a lead teacher assignment will not ordinarily be required to perform such duty. When such assignment becomes a requirement, the issue of said requirement shall be subject to the Grievance Procedure. The Board reserves unto itself the right to use personnel from outside the District for lead teacher position whenever it deems appropriate.
- K. Credit Reimbursement. Teachers may request reimbursement at the rate of fifty (\$50.00) dollars per semester hour of employer-approved graduate credit successfully completed by the standards of a credit-granting college or university. Reimbursement at the rate of fifty (\$50.00) dollars per semester hour will be granted for employer-approved graduate level credits successfully completed beyond the BA+20 schedule, not to exceed six (6) semester hours per teacher per calendar year.

"Reimbursement at the rate of fifty (\$50.00) dollars per semester hour will be granted for employer-approved graduate level credits successfully completed beyond the BA+20 schedule, not to exceed six (6) semester hours per teacher per calendar year" shall be interpreted as follows:

APPENDIX E**PAYDAY**

- A. Payday. Teachers' salaries will normally be paid every two (2) weeks on Friday. If said payday is a legal holiday, teachers will normally be paid on the last working day before the payday. If said legal holiday occurs during a normal vacation, checks will be mailed to the teachers so as to normally arrive the day before said holiday. Teachers must elect in writing if they desire to be paid on an accelerated ten (10) month basis (twenty-two [22] pay periods), which notice of election must be received by the Administration not later than August 15th of the year the teacher elects to make a change.
- (1) If no written notice is submitted, the employee's pay shall be distributed on a twelve (12) month basis. If an employee was on a twenty-two pay period basis the preceding year, the pay period will remain twenty-two (22) pays for subsequent years, or until written notice is given by August 15.
 - (2) Teachers being paid on the twelve (12) month basis may, on an individual emergency basis, request to receive their July and August salary in one (1) final payment. The request must be in writing and is subject to the approval of the Superintendent.

APPENDIX F

BUSINESS LEAVE NOTICE

It is essential that my presence is required away from the school property on

Date(s) of Business

I will be gone from _____ a.m./p.m. for business which cannot be reasonably conducted other than during normal duty hours. I understand that personal business may not be used for the following:

- A. Work at Home
- B. Recreation
- C. Vacation
- D. Seeking or Performing Other Employment
- E. Social/Spouse Business Activities

Employee's Signature

Date of Notice

APPENDIX G

Gi

CALENDAR

The parties have agreed to the following calendars for the years 1997-98, 1998-99, and 1999-2000, with the understanding that representatives of the Board and Representatives of the VEA will meet at least thirty (30) days prior to the end of each year of this contract to address any changes in State requirements, the Kalamazoo County More Common Calendar, or District Restructuring Plans which are in conflict with the settled calendar for the subsequent year. This includes the provision to reopen the calendar, if the Kalamazoo County More Common Calendar is altered so as to produce a conflict in scheduled student days.

The calendar for the 2000-2001 school year will include the same number of student and VEA days as the 1999-2000 calendar, and will be developed based on the Kalamazoo County More Common Calendar for 2000-2001 as soon as it becomes available.

VICKSBURG COMMUNITY SCHOOLS
1997-98 CALENDAR

JULY, 1997

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

AUGUST, 1997

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

21 - Prof. Dev. Day 22 - VEA ½ day
25 - School Starts VEA - 6.5

SEPTEMBER, 1997

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

1 - Labor Day - No Students or VEA
VEA - 21

OCTOBER, 1997

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

24 - No Students - End of 1st marking period - .5 Records/.5 Prof. Dev. Day
VEA - 23

NOVEMBER, 1997

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

★3-6 Conference Week VEA - 18
7 - No Students - VEA Comp Day
27-28 Thanksgiving Break

DECEMBER, 1997

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

22-31 Holiday Break
VEA - 15

JANUARY, 1998

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

1-2 Holiday Break 5 - School Resumes
12-16 Exam Week (16-End of 1st Semester)
19- Records Day - No Students
20 - 1st Day of 2nd Semester VEA - 20

FEBRUARY, 1998

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

23 - Mid-Winter Break - No Students or VEA unless Snow Makeup Day
VEA - 19

MARCH, 1998

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

20 - End of 3rd marking period - No Students - .5 Records/.5 Prof. Dev. Day
★23-26 Conference Week
27 - No Students - VEA Comp Day
30-31 - Spring Break VEA - 20

APRIL, 1998

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

1-3 Spring Break VEA - 18
6 - School Resumes
10 - Good Friday - No Students or VEA

MAY, 1998

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

25 - Memorial Day (Observed)
No Students or VEA VEA - 20

JUNE, 1998

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

12 - Last Day .5 for Students
VEA - 10

Total VEA Days = 190.5

★Conf. Week - see page Giv

VICKSBURG COMMUNITY SCHOOLS
1998-99 CALENDAR

JULY, 1998

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

AUGUST, 1998

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

19&20 - Prof. Dev. Days VEA - 8.5
21 - VEA ½ Day 24 - School Starts

SEPTEMBER, 1998

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

7 - Labor Day - No School

VEA - 21

OCTOBER, 1998

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

23 - No Students - End of 1st marking period - .5 Records/.5 Prof. Dev. Day
VEA - 22

NOVEMBER, 1998

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

★2-5 Conference Week VEA - 19
6 - No Students or VEA - Comp Day
26-27 Thanksgiving Break

DECEMBER, 1998

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

21-31 Holiday Break

VEA - 14

JANUARY, 1999

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

1 - Holiday Break 4 - School Resumes
11-15 Exam Week (15-End of 1st Semester)
18 - Records Day - No Students
19 - 1st Day of 2nd Semester

VEA - 20

FEBRUARY, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26

22 - Mid-Winter Break - No Students or VEA unless Snow Makeup Day

VEA - 19

MARCH, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

19 - End of 3rd marking period - No Students - .5 Records/.5 Prof. Dev. Day

★22-25 Conference Week
26 - No Students or VEA - Comp Day
VEA - 23

APRIL, 1999

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

2 - Good Friday - No Students or VEA
5-9 Spring Break

12 - School Resumes VEA - 16

MAY, 1999

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

31 - Memorial Day (Observed) - No Students or VEA

VEA - 20

JUNE, 1999

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

11 - Last Day .5 for Students

VEA - 9

Total VEA Days = 191.5

★Conf. Week - see page Giv

**VICKSBURG COMMUNITY SCHOOLS
1999-2000 CALENDAR**

Giv

JULY, 1999

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

AUGUST, 1999

M	T	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

18&19 - Prof. Dev. Days **VEA - 9.5**
20 - VEA ½ Day 23 - School Starts

SEPTEMBER, 1999

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

4 - Labor Day - No School
VEA - 21

OCTOBER, 1999

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

22 - No Students - End of 1st marking period -.5 Records/.5 Prof. Dev. Day
VEA - 21

NOVEMBER, 1999

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

★1-4 Conference Week **VEA - 20**
5 - No Students or VEA - Comp Day
25-26 Thanksgiving Break

DECEMBER, 1999

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

20-31 Holiday Break **VEA - 13**

JANUARY, 2000

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

3 - School Resumes **VEA - 25**
10-14 Exam Week (14-end of 1st Semester)
17 - Records Day - No Students
18 - 1st Day of 2nd Semester

FEBRUARY, 2000

M	T	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29			

28 - Mid-Winter Break - No Students or VEA unless Snow Makeup Day
VEA - 20

MARCH, 2000

M	T	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

17 - End of 3rd marking period - No Students - .5 Records/.5 Prof. Dev. Day
★20-23 Conference Week
24 - No Students - VEA - Comp Day
27-31 Spring Break **VEA - 18**

APRIL, 2000

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

3 - School Resumes **VEA - 20**
21 - Good Friday - No Students - Professional Development Day

MAY, 2000

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

29 - Memorial Day (Observed) - No Students or VEA **VEA - 22**

JUNE, 2000

M	T	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

5 - Last Day .5 for Students **VEA - 3**

Total VEA Days = 192.5

★Conf. Week - see page Giv

VICKSBURG COMMUNITY SCHOOLS CONFERENCE WEEK SCHEDULE

Each building will hold two nights of Parent/Teacher Conferences from Monday through Wednesday of Conference Week. On Thursday of Conference Week, the High School will hold classes all day. The Middle School and Elementaries will hold morning classes and afternoon conferences.

For November of 1997, conferences will be held as follows:

Monday	-	High School/Middle School
Tuesday	-	All buildings
Wednesday	-	Elementaries


For March of 1998, and through the year 2000-2001, evening conferences could be rotated between the buildings; but no building will hold more than two evenings of conferences.

VICKSBURG COMMUNITY SCHOOLS
DRAFT
LETTER OF AGREEMENT

IT IS HEREBY AGREED between the Board of Education of the Vicksburg Community Schools and the Kalamazoo County Education - Vicksburg Education Association that:

in order to comply with the state of Michigan days and clock hour requirement for instructional time during the term of the Labor Agreement between the Board of Education and the Vicksburg Education Association/KCEA, commencing August 1997 the following will occur:

- 1 The Administration will implement a revision to the elementary instructional day which meets the clock hour requirement for the term of the above mentioned Labor Agreement.
- 2 The Administration's revision to the elementary instructional day will preserve teachers' 605 minutes of weekly planning time and 30 minutes of duty-free lunch during the student lunch, with the understanding that teachers will escort their students to the lunch room at the beginning of said 30 minute duty-free lunch period.
- 3 The Administrative revision to the elementary instructional day schedule shall remain in effect until:
 - a a plan to restructure or reorganize the elementary instructional program is developed through the school improvement process and receives Administrative and Board approval; and
 - b said plan includes a reorganization of the instructional day in order to meet the goals of the plan to improve the elementary program; and/or
 - c further changes in State requirements or School Code necessitate additional interim adjustments to the instructional day.



Patricia Reeves, Supt., Chief Negotiator



Jeffrey Anson, VEA Chief Negotiator

7/23/97
Date

APPENDIX A**Horizontal Advancement on Salary Schedule**

- A. The following definitions and conditions shall apply with respect to horizontal advancement on the salary schedule:
- (1) B.A. Schedule: Shall apply to all teachers possessing a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent Teaching Certificate and for those possessing a BA/BS Degree in vocational education.
 - (2) B.A. + 20 Schedule: Shall apply to all teachers possessing at least twenty (20) semester credit hours in addition to a Baccalaureate Degree from an accredited college or university and holding a provisional or permanent Teaching Certificate in accordance with the provisions of Appendix A.
 - (3) M.A. Schedule: Shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a provisional or permanent Teaching Certificate.
 - (4) M.A. + 15 Schedule: Shall apply to all teachers possessing at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university and holding a provisional or permanent Teaching Certificate in accordance with the provisions of Appendix A.
 - (5) All credits must be submitted to the Superintendent on an official transcript of credits from an accredited institution of higher learning. Audited courses shall not apply.
 - (6) From and after June 1, 1978, all credits must be at a level at least commensurate with the degree presently held by the teacher or be directly related to the District's school curriculum or be directly related to a District approved program of study.
 - (7) Credits shall be earned and submitted on the proper form prior to the beginning of the semester for which horizontal advancement on the salary schedule will be allowed.
 - (8) Teachers who are presently accepted in an advanced degree program from an accredited institution of higher learning and have obtained at least one-half (1/2) the credits required shall be adjudged to be in a program approved for advancement.

- (3) The insurance benefits provided herein begin when the employee has completed the necessary forms. Board subsidy for insurance protection shall terminate when employment is terminated or when the employee is on a leave of absence without pay, unless superseded by law.

Whereas the parties hereto desire to continue the insurance benefits for those professional staff members whose employment is terminated during the term of this Agreement, Paragraph A of Appendix C of the Collective Bargaining Agreement shall not be interpreted to mean that those professional staff members who have fulfilled their contractual obligation shall be denied salary and insurance premium payments during the months of July and August, inasmuch as such benefits were earned during the contractual year. Therefore, it is mutually agreed professional staff members whose employment is terminated during the term of this Agreement and have fulfilled their contractual obligation shall have their insurance benefits continued until September 1 in the year of termination.

- (4) Regular part-time teachers will be provided insurance coverage on a prorated basis subject to the terms and conditions of the group policy.
- (5) The Vicksburg Community Schools Board of School Trustees will adopt a written qualified Salary Reduction Plan document under IRS Section 125.

The Section 125 plan will allow the employee who elects not to participate in the Health Insurance or Health Options program, to take \$115/month for 1997-2001 as a cash option.

In addition, an employee wishing to deposit the \$115 cash option into a Federally Qualified Deferred Savings Program will be provided an IRS Qualified Salary Reduction Investment vehicle.

The decision to participate in either the cash option, or health options program must be made annually when employment contracts are signed. The cash option and health option amounts will be prorated for teachers on less than a full time contract.

- B. Longevity payment. Teachers who, as of the first day of the school calendar year, have completed fifteen (15) or more years of continuous service with the Vicksburg Community Schools System shall receive a longevity payment based upon the 12th Step of the current salary schedule said teacher is on, as follows:

- B. Compensation Upon Retirement. Teachers retiring from teaching and who at that time are eligible for Michigan Public School Employees Retirement Fund and who have taught a total of fifteen (15) full years in the Vicksburg Community Schools shall receive terminal pay at the rate of fifteen dollars (\$15.00) per eight (8) hours for one-half (1/2) of their accumulated sick leave not to exceed three hundred eighty (380) hours.
- C. Summer Activities. Teachers with summer assignments which are in excess of the work year shall submit a schedule of their planned summer activities to their principal for approval. This schedule shall show major jobs and the approximate amount of time to be devoted to student supervision, group activities, annual conferences, adult education, program planning and other activities.
- D. School Activities During Vacation Periods. Any teacher required to report for school activities during a normal vacation period which exceeds the number of days in the regular school year shall be compensated on an hourly rate, which rate shall be determined by dividing said teacher's salary step by the number of days contracted \div 8 hours per day based on the salary schedule in effect at the time the work was performed. This does not include activities compensated in other parts of this Agreement.
- E. Conference Period Assignments. Teachers using their normal conference period for an extra teaching assignment shall be compensated at the rate of ten (\$10.00) dollars for each class period of extra teaching.
- F. Lunch and Recess Supervision. Any teacher assigned to supervise students during the teacher's duty free lunch or designated planning time, shall be compensated at the rate of \$10 per 30 minute period, prorated for more or less time. Principals will first ask for volunteers to supervise students. If no volunteers come forth, the Principal will provide an opportunity for the staff to work out a rotation. If the staff declines to do so, the Principal will assign the duty. Teachers will be allowed to eat their lunch during this duty time.
- G. Extended Period Assignments. Teachers contracted to teach a class or a study hall during their normal conference period or for an early or late hour class other than as provided for in Article 5, Paragraph A of this Agreement shall be compensated with a salary increase of one-sixth (1/6) of their regular individual salary.
- H. Team Teacher, Double Load. Any team teacher teaching a double class load due to the absence of the co-teacher from school shall be paid ten (\$10.00) dollars extra per class period. The following provisions apply:
- (1) If an extended absence is contemplated, every effort will be made to find a substitute.
 - (2) If a large group presentation (using the remaining teacher) has been planned, it would not be considered a double load.

A teacher shall be eligible to receive up to a maximum figure of \$300 of reimbursement in a fiscal year (July 1 - June 30).

The graduate credit must be in the teacher's major or minor field or in a program for an advanced degree, or other subject areas as approved by the employer. The graduate credit can only be taken from an institution approved by the Employer, and earned while an employee of the Employer. Summer credit reimbursement shall be contingent upon continued employment in the fall.

The teacher must receive a mark of not less than a "B" or its equivalent.

L. Attendance Incentive Stipend. Teachers with the following attendance record at the end of the school year shall receive the following stipend:

- (1) Perfect Attendance - \$200
- (2) Not more than one (1) absence - \$100

In addition to the above, employees with perfect attendance shall be eligible for a \$1,000 award of whose names shall be placed in a container, and one drawn in the afternoon on the last day of the school year in the VAB Board Room.

The only acceptable absence shall be for an approved professional day or jury duty. All other chargeable absences will disqualify a person from the attendance incentive stipend.

M. Chaperone. Teachers who serve as chaperones for school events shall be compensated as follows:

- (1) Athletic Event Bus Chaperone - \$26.00 per event
- (2) School Activity for which a Chaperone is required and designated by the administration - \$26.00 per event

NOTE: The compensation amounts listed in items B, E, F, G, H, I, J, K, and M are for the 1997-98 contract year. For the 1998-99, 1999-2000, and 2000-2001 contract years, the rates stated above may either remain as stated above or be revised as per the provisions of the "Preamble for Appendices A, B, C, and D."

APPENDIX E
Payroll Calendars

Pay No.	1997-98	Pay No.	1998-99	Pay No.	1999-2000	Pay No.	2000-2001
1	29-Aug-97	1	28-Aug-98	1	27-Aug-99	1	08-Sep-2000
2	12-Sep-97	2	11-Sep-98	2	10-Sep-99	2	22-Sep-2000
3	26-Sep-97	3	25-Sep-98	3	24-Sep-99	3	06-Oct-2000
4	10-Oct-97	4	09-Oct-98	4	08-Oct-99	4	20-Oct-2000
5	24-Oct-97	5	23-Oct-98	5	22-Oct-99	5	03-Nov-2000
6	07-Nov-97	6	06-Nov-98	6	05-Nov-99	6	17-Nov-2000
7	21-Nov-97	7	20-Nov-98	7	19-Nov-99	7	01-Dec-2000
8	05-Dec-97	8	04-Dec-98	8	03-Dec-99	8	15-Dec-2000
9	19-Dec-97	9	18-Dec-98	9	17-Dec-99	9	29-Dec-2000
10	02-Jan-98	10	01-Jan-99	10	31-Dec-99	10	12-Jan-2001
11	16-Jan-98	11	15-Jan-99	11	14-Jan-2000	11	26-Jan-2001
12	30-Jan-98	12	29-Jan-99	12	28-Jan-2000	12	09-Feb-2001
13	13-Feb-98	13	12-Feb-99	13	11-Feb-2000	13	23-Feb-2001
14	27-Feb-98	14	26-Feb-99	14	25-Feb-2000	14	09-Mar-2001
15	13-Mar-98	15	12-Mar-99	15	10-Mar-2000	15	23-Mar-2001
16	27-Mar-98	16	26-Mar-99	16	24-Mar-2000	16	06-Apr-2001
17	10-Apr-98	17	09-Apr-99	17	07-Apr-2000	17	20-Apr-2001
18	24-Apr-98	18	23-Apr-99	18	21-Apr-2000	18	04-May-2001
19	08-May-98	19	07-May-99	19	05-May-2000	19	18-May-2001
20	22-May-98	20	21-May-99	20	19-May-2000	20	01-Jun-2001
21	05-Jun-98	21	04-Jun-99	21	02-Jun-2000	21	15-Jun-2001
22	19-Jun-98	22	18-Jun-99	22	16-Jun-2000	22	29-Jun-2001
23	03-Jul-98	23	02-Jul-99	23	30-Jun-2000	23	13-Jul-2001
24	17-Jul-98	24	16-Jul-99	24	14-Jul-2000	24	27-Jul-2001
25	31-Jul-98	25	30-Jul-99	25	28-Jul-2000	25	10-Aug-2001
26	14-Aug-98	26	13-Aug-99	26	11-Aug-2000	26	24-Aug-2001
				27	25-Aug-2000		

