

**LABOR AGREEMENT**

**2001 – 2005**

**Between**

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

**and**

**KALAMAZOO COUNTY EDUCATION ASSOCIATION –  
VICKSBURG EDUCATION ASSOCIATION**

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# A G R E E M E N T

Board of Education, Vicksburg Community Schools

with

**Kalamazoo County Education Association -Vicksburg Education Association**

THIS AGREEMENT entered into as of the 13<sup>th</sup> Day of August, 2001 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.

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, savings programs, and other options which qualify under current IRS code. Specific plans and programs may be instituted if jointly approved by the Association and the Board, as outlined below.

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, inter-school mail, and e-mail (as provided under Board of Education Policy and Guidelines) 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.

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, or 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. "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. 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.

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 designee with the written request of the teacher to attend the meeting and/or classroom visitation.
  2. The Superintendent or a designee 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: 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 phone access available to teachers. Teachers shall be responsible for any personal long distance calls. The Association agrees to reimburse the Board for all Association related long distance calls. When practical 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 PLANS.** 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

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.

A minimum of thirty days prior to the beginning of a semester, the Administration may designate an adjusted schedule for specific positions to accommodate specialized programs or services or alternative student schedules. Any such adjustment shall maintain a work day of consecutive hours and a work year consistent with the designated number of VEA work days for any given contractual year. Positions with an adjusted schedule shall be posted with the schedule requirements. Teachers already assigned to a position that is to be converted to an adjusted schedule shall have the right to decline the assignment in lieu of another opening for which they are certified and qualified. If there are no openings available for which they are certified and qualified, layoff and recall procedures will be implemented.

1. If a teacher is unable to report for duty because of illness or another justifiable reason, that teacher shall notify the building principal (or designee) 1 ½ hours before the start of the teacher's regular work day, but no later than 6:30 a.m., unless an emergency arises and it is impossible for the teacher to give such notice.
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.** When all District schools are closed for a snow day, teachers are not required to report for work. For all other school closings, the Administration will notify affected staff of any deviation from their normal work schedule or location. The Administration will use the phone fan-out system for all staff communications regarding school closings or delays. In cases where teachers are required to report during a school closing day, their work schedule will be 9:00 a.m. to 3:00 p.m., unless circumstances require a variation on this work schedule.

If a teacher is unable to report to work when required during a school closing day, the teacher shall notify the building administrator as soon as possible. Teachers unable to report to work shall have the option of using available business leave time or electing to take a deduction in pay for the actual hours worked by teachers for that day.

If students have arrived at school and are subsequently sent home due to an emergency, teachers may be allowed, at the discretion of the Superintendent or Superintendent's designee, to leave as soon as students have been properly dismissed and departed school property. When school is delayed, teacher starting time will be delayed a like amount with no extension of the school day.

Teachers agree to reschedule days and/or clock hours lost from school closings to meet the State of Michigan day and clock hour requirements for instruction and professional development. In addition, teachers agree to maintain a minimum calendar of 178 instructional student days and five (5) professional development days. The Administration and the Association will mutually agree on the specifics of any plan to make up days and/or clock hours, or adjust to any alterations in State requirements due to extreme weather conditions.

Teachers will continue to receive the regular salary, but shall receive no additional compensation for days and/or clock hours rescheduled to meet the above stated requirements.

- 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, and exceptions as defined in Article 11, C.; length of service to the District; and other relevant factors will be considered when assignments are made. Teachers will not be assigned outside

the scope of their teaching certificates or qualifications as specified in Article 11, C, 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 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 TEACHER INTERNS**

1. Supervising teachers shall be tenured in Vicksburg. Selection of supervising teachers shall be made by the Administration, but no teacher will be assigned more than one (1) teacher intern per school year, unless by written agreement with the supervising teacher.
2. Supervising teachers shall be notified of teacher intern 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 the Board of Education adopted "VCS Mentoring

Program” 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 and the current VCS Board of Education adopted “Mentoring Program.”

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. **CLASS SIZE AND PUPIL/TEACHER RATIO.** The Board recognizes certain educational advantages in carefully managing both class size and overall pupil/teacher ratios. The Board further recognizes that a wide range of factors impact conditions for teaching and learning, and that decisions impacting class size and pupil/teacher ratios need to take into account all relevant factors including but not limited to scheduling, curriculum content, teaching resources and technologies, student characteristics, enrollment patterns, and financial resources. 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:

K - 3 at 25 to 1  
 4 - 6 at 30 to 1  
 Secondary academic at 30 to 1

- B. **REVIEW PROCESS.** Because decisions and plans for structuring the school day and schedule and organizing curriculum, programs, and services can impact class size and pupil/teacher ratio, the Board agrees to work with teachers to evaluate and project class size and pupil/teacher ratio ramifications of program, curriculum, and school restructuring changes before implementation.

When a concern regarding class size or overall pupil/teacher ratio as stated in Section A arises at any time during the school year, the teacher(s) should:

1. Notify the Principal of that building that such a problem exists. The Principal and teacher(s) should attempt to resolve the situation.
2. The Principal and teacher(s) may also involve mutually agreed upon staff members from the teacher’s department or grade level for the purpose of developing a solution.

3. Any resolutions which involve additional expenditures shall be submitted to the Superintendent who will review the recommendation and render a decision within five working days, pending Board approval.
- 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 inclusion 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 inclusion 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 ALLOWANCES.** Teachers under contract shall be credited with eighty (80) hours of sick leave at the beginning of each school year. Part-time teachers, teachers on less than a full-year contract, or teachers who do not complete their contracted obligation shall receive prorated sick leave.
- C. **ACCUMULATED SICK LEAVE.** The unused portion of sick leave hours shall accumulate to a total of one hundred eighty (180) days or one thousand four hundred and forty (1440) 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 complete the Request/Report for Absence form verifying that the requested business leave meets the conditions stated above and will not be used for the following:
- Work at Home
  - Recreation
  - Vacation
  - Seeking or Performing Other Employment
  - Social/Spouse Business Activities
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. Teachers who cannot meet the two-day notice requirement need to state the reason for the emergency business leave request in writing on their Request/Report for Absence form. 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. **Non-Chargeable Business Leave:** 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 as follows:
    - 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. Any full day business leave time shall be fully chargeable.

Examples:

Elementary:

- 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, or
- Request from 3:20 p.m. - 4:00 p.m. - entire 40 minutes charged to business leave.

Secondary:

- 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. The building 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. Section G of Article 8, "Abuse of Leave", also applies to non-chargeable business leave.

- 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

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 salary schedule step as at the time of the departure unless the teacher was employed more than one hundred (100) days during the school year when the leave commenced. In that case, the teacher shall return at the next higher step on the salary schedule for the school year following the leave.
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.** Upon written application and with prior Board approval, a leave of absence without pay or fringe benefits may be granted to employees who have completed their probationary period. Applications for leaves of absence without pay should be submitted for Board evaluation at least one semester prior to the commencement of the requested leave. A leave granted by the Board under these provisions cannot exceed a maximum of one (1) calendar year. The following purposes will be considered by the Board in evaluating applications for leaves of absence without pay:
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.

A teacher must actually work a minimum of one hundred (100) days during the year of the leave to advance on the salary schedule. The teacher will accrue no seniority for the time during the unpaid leave. Longevity will accrue.

If the Board finds the purpose of an approved leave of absence without pay to be of direct benefit to the District, the Board may, at its discretion, apply the time of unpaid leave toward advancement on the salary schedule, seniority, and longevity.

- 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 acknowledged 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 EVALUATION.** 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. The content of teacher evaluation is not subject to grievance or arbitration procedures. Adherence to the evaluation procedures delineated in this agreement may be subject to grievance or arbitration. If an evaluation is submitted to

arbitration, the arbitrator must declare in his/her decision who is the winning party. 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. In the event said teacher receives less than a "satisfactory" 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.
  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.
  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.
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.
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 unpaid 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, or 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:

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 certified or approved under the State of Michigan School Code and Department of Education Teacher Certification Rules. "Qualified" shall be determined by the Administration as follows:

1. Having a major or minor in the subject area, and/or
2. Meeting all State of Michigan and North Central Association accreditation requirements within prescribed time periods, and/or
3. Having 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.

At their discretion, the Board may make the following exceptions:

1. The administration may establish alternative qualifications for computer and technology classes.
2. For one period per day, the Administration may assign a teacher without compliance to the above listed requirements.

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. Teachers electing this option shall be issued a one (1) semester contract. Upon completion of the necessary requirements, the teacher's 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 those 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.

- i. 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.



- ii. 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.

The powers and authority of the arbitrator are subject to the following limitations:

- a. 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.
- b. 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.
- c. The arbitrator shall have no authority to rule on the continuation of extra duty programs or whom the Board selects for said functions.
- d. 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.
- e. 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.**

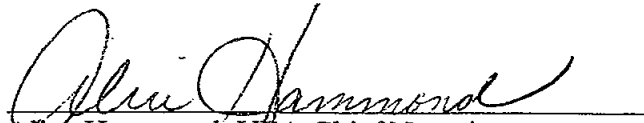
1. A grievance may be withdrawn at any level without prejudice or record and in the event of such, the Administration is no longer obligated to meet with the individual employee.
2. No reprisals of any kind shall be taken by or against any party of interest or any authorized participant in the Grievance 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 22nd Day of August, 2001, and shall remain in full force and effect until the 30th Day of June, 2005, and from year to year thereafter, unless either party hereto serves written notice upon the other on or before the first day of April, 2005, 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

  
Alice Hammond, VEA Chief Negotiator  
and President

BOARD OF EDUCATION

  
Patricia Reeves, Superintendent

**PREAMBLE FOR ECONOMIC PROVISIONS**

The Board and VEA agree to a four-year contract covering the 2001-02, 2002-03, 2003-04, and 2004-05 academic years as per the following terms:

- A. The contract language will be set for the duration of this negotiated agreement with the inclusion of the tentative agreements and corrections already accepted by both parties on May 29, 2001.
- B. The contract calendar provisions will be set for the duration of this negotiated settlement as per the tentative agreement of June 21, 2001.
- C. The economic provisions for the duration of the four-year negotiated settlement will be as follows:
  1. The economic benefits will continue to be calculated annually based on the VCS/VEA Total Compensation Formula:
  2. For the 2001-02 academic year, the formula will be calculated as per the Total Compensation Formula from the 1997-2001 negotiated agreement, with the following exceptions and/or additions:
    - a. After calculating the dollar figure produced in the Total Compensation Pool based on the 2001-02 Foundation Grant increase of 8.33%, the Board will add to that amount the sum of \$155,000 which, in subsequent years, will accrue to the direct compensation base.
    - b. The VEA will restrict the dollars from the pool committed to pay for health insurance to an amount not to exceed 95% of the health insurance premium for each class of coverage.
    - c. The VEA and Board/Administration Bargaining Teams will examine alternative salary schedule options to identify a more advantageous salary schedule framework. In so doing, the priorities will be to attract and retain quality teachers and provide incentives for professional growth.
    - d. Working together, the VEA and Board/Administration Bargaining Teams will achieve savings in the 2001-02 budget to cover the Board infusion of \$155,000 to the Total Compensation Pool.
  3. For the remaining three years of this settlement, the VEA and Board/Administration Bargaining Teams will:

- a. Aggressively pursue cost containment measures for health insurance with the goal of maintaining generally comparable coverage at the most advantageous expense to the pool.
  - b. Look at options for ways to distribute and improve the Total Compensation pool within the formula for the purpose of attracting and retaining quality staff and provide incentives for professional growth.
4. The VEA and Board/Administration Bargaining Teams will establish a work plan and schedule appropriate to provide VEA staff with as much predictability and early notification of pertinent salary and benefit information as possible for subsequent contract years.
- D. The Board/Administration and VEA Bargaining Teams will develop a mutually agreeable communications plan for the terms of the settlement.

**PREAMBLE FOR APPENDICES A, B, C, & D**  
**TOTAL COMPENSATION CALCULATIONS & SALARY SCHEDULES**  
 2001-2002, 2002-2003, 2003-2004, and 2004-2005 School Years

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

- A. 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.
- B. 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.

- C. The compensation pool increase will be allocated in the following order:
1. 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.
  2. Any percentage increase/decrease in the FICA (Social Security and Medicare) 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.
  3. 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. Any adjustments to Appendix D payment rates made by the VEA will be deducted from the compensation pool increase for that year.
- E. Any losses from previous year State Aid (prorations, executive order cuts, etc.) will be deducted from the Compensation Pool increase.
- F. After the above deductions have been made from the compensation pool increase, all remaining funds will be applied to Appendices A, B, and C including step increases.

- G. The final Per Pupil Foundation Grant for each contract year will be determined when the State Aid Bill for that year is signed into law and takes effect.

The parties mutually agree that, should a question arise regarding the application of the formula, the District's Independent Audit firm will be consulted for verification of figures used to compute the formula.

**APPENDIX A 2003-2004**  
 (NOTE ADDED TO CONTRACT FOR 2004-2005 AS PER AGREEMENT)  
**SALARY SCHEDULES FOR TEACHERS**

**A. SALARY SCHEDULES:**

| <b>BA</b> |          |
|-----------|----------|
| 1         | \$29,600 |
| 2         | \$30,932 |
| 3         | \$32,264 |
| 4         | \$33,596 |
| 5         | \$34,928 |
| 6         | \$36,260 |
| 7         | \$37,592 |

| <b>BA+20</b> |          |
|--------------|----------|
| 1            | \$30,192 |
| 2            | \$31,672 |
| 3            | \$33,152 |
| 4            | \$34,632 |
| 5            | \$36,112 |
| 6            | \$37,592 |
| 7            | \$39,072 |
| 8            | \$40,700 |
| 9            | \$42,328 |
| 10           | \$43,956 |
| 11           | \$45,584 |
| 12           | \$47,212 |
| 13           | \$48,212 |
| 16           | \$49,176 |
| 21           | \$49,658 |
| 26           | \$50,623 |

| <b>MA</b> |          |
|-----------|----------|
| 1         | \$31,376 |
| 2         | \$33,004 |
| 3         | \$34,632 |
| 4         | \$36,260 |
| 5         | \$37,888 |
| 6         | \$39,664 |
| 7         | \$41,440 |
| 8         | \$43,305 |
| 9         | \$45,170 |
| 10        | \$47,271 |
| 11        | \$49,373 |
| 12        | \$51,741 |
| 13        | \$54,109 |
| 14        | \$55,109 |
| 16        | \$56,211 |
| 21        | \$56,762 |
| 26        | \$57,864 |

| <b>MA+15</b> |          |
|--------------|----------|
| 1            | \$31,968 |
| 2            | \$33,744 |
| 3            | \$35,520 |
| 4            | \$37,296 |
| 5            | \$39,072 |
| 6            | \$40,848 |
| 7            | \$42,624 |
| 8            | \$44,548 |
| 9            | \$46,472 |
| 10           | \$48,692 |
| 11           | \$50,912 |
| 12           | \$53,428 |
| 13           | \$55,944 |
| 14           | \$56,944 |
| 16           | \$58,083 |
| 21           | \$58,652 |
| 26           | \$59,791 |



- B. **LONGEVITY**. Teachers having completed fifteen or more years of continuous service with the Vicksburg Community Schools as of the first day of the contractual year, shall qualify for longevity payments as follows:
1. Longevity calculations for each year of continuous service are as follows:
    - a. years 16-20 – 2% of the top step of the lane
    - b. years 21-25 – 3% of the top step of the lane
    - c. years 26 and up – 5% of the top step of the lane
  2. Longevity payments will be prorated in each teacher's biweekly paychecks.
  3. The above schedules reflect longevity payments included in steps 16, 21, and 26.

## APPENDIX A

## HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE

- A. **DEFINITIONS AND CONDITIONS FOR SALARY SCHEDULES.** 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 current, valid Michigan Teaching Certificate and for those possessing a BA/BS Degree in vocational education.
  2. **B.A. +20 Schedule:** Shall apply to all teachers meeting the following conditions:
    - a. Complete at least twenty (20) semester credit hours in addition to a Baccalaureate Degree from an accredited college or university.
    - b. Hold a current, valid Michigan Teaching Certificate.
    - c. Follow the procedures listed in 1-3 below.
  3. **M.A. Schedule:** Shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a current, valid Michigan Teaching Certificate.
  4. **M.A. +15 schedule:** Shall apply to all teachers meeting the following conditions:
    - a. Complete at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university.
    - b. Hold a current, valid Michigan Teaching Certificate.
    - c. Complete the Vicksburg Community Schools Professional Development Program consisting of Instructional Skills, Cooperative Learning, and Advanced Instructional Skills.
    - d. Follow the procedures listed in 1-3 below.
- B. **PROCEDURES:**
1. Courses/credits for advancement on the salary schedule shall be submitted to the Superintendent for preapproval on the credit approval form prior to the initiation of coursework.
  2. All credits must be at a level at least commensurate with the degree presently held by the teacher and be directly related to the District's school curriculum or be directly related to a District-approved program of study.

## APPENDIX A

## HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE

- A. **DEFINITIONS AND CONDITIONS FOR SALARY SCHEDULES.** 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 current, valid Michigan Teaching Certificate and for those possessing a BA/BS Degree in vocational education.
  2. **B.A. +20 Schedule:** Shall apply to all teachers meeting the following conditions:
    - a. Complete at least twenty (20) semester credit hours in addition to a Baccalaureate Degree from an accredited college or university.
    - b. Hold a current, valid Michigan Teaching Certificate.
    - c. Follow the procedures listed in 1-3 below.
  3. **M.A. Schedule:** Shall apply to all teachers possessing a Master's Degree from an accredited college or university and holding a current, valid Michigan Teaching Certificate.
  4. **M.A. +15 schedule:** Shall apply to all teachers meeting the following conditions:
    - a. Complete at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university.
    - b. Hold a current, valid Michigan Teaching Certificate.
    - c. Complete the Vicksburg Community Schools Professional Development Program consisting of Instructional Skills, Cooperative Learning, and Advanced Instructional Skills.
    - d. Follow the procedures listed in 1-3 below.
- B. **PROCEDURES:**
1. Courses/credits for advancement on the salary schedule shall be submitted to the Superintendent for preapproval on the credit approval form prior to the initiation of coursework.
  2. All credits must be at a level at least commensurate with the degree presently held by the teacher and be directly related to the District's school curriculum or be directly related to a District-approved program of study.

3. All completed courses/credits must be submitted to the Superintendent on an official transcript of credits, grade slip, or instructor's letter from an accredited college or university prior to receiving credit reimbursement and/or horizontal advancement on the salary schedule. Audited courses shall not apply.

C. **GRANDFATHER PROVISIONS**

1. All teachers qualifying for placement on the MA+15 schedule per the 1997-2001 contract requirements prior to January 1, 2002 shall be placed and remain on this schedule as long as they remain continuously employed by the Vicksburg Community Schools.
2. Teachers who complete the requirements for moving to the MA+15 schedule under the 1997-2001 contract after January 1, 2002 but prior to the start of the 2002-03 school year may qualify for the MA+15 schedule without completing the Vicksburg Community Schools Professional Development Program as defined above as long as they complete at least one of the three required programs prior to the 2002-03 school year and complete all three within the following two years.

**APPENDIX B****EXTRA DUTY POSITIONS**

Current employees shall be considered first for the Extra Assignments before new employees are hired for said position.

The Board of Education reserves the right to cancel any of the additional service programs set forth in Appendix B and to determine those persons who will function in said position.

Teachers hired after the effective date of this Agreement shall not be paid less than the base rate for any of the additional service programs set forth in Appendix B.

Teachers employed for vocal and instrumental music and agriscience are required to accept extra duty assignments as designated.

NOTE: Extra duty salaries for both athletic and non-athletic positions shall be paid in one lump sum at the end of the season, activity or school year. Teachers electing to have their extra duty prorated must notify the Human Resources Office in writing by September 15. Prorated pay will appear in biweekly paychecks starting with the first pay period in October. (Non teaching staff coaches shall receive their pay in a lump sum payment at the end of the sport season.)

**APPENDIX B**  
**SALARY SCHEDULE FOR ATHLETIC EXTRA DUTY POSITIONS**  
**2001-2002**

| POSITION                          | YEARS OF ACTIVITY EXPERIENCE |          |          |          |
|-----------------------------------|------------------------------|----------|----------|----------|
|                                   | 0                            | 1        | 2        | 3        |
| HEAD HS BASKETBALL                | \$ 4,066                     | \$ 4,598 | \$ 4,828 | \$ 5,070 |
| HEAD HS FOOTBALL                  |                              |          |          |          |
| HEAD HS VOLLEYBALL                |                              |          |          |          |
| HEAD HS WRESTLING                 |                              |          |          |          |
| MS ATHLETIC COORDINATOR           |                              |          |          |          |
| HEAD HS BASEBALL                  | \$ 2,817                     | \$ 3,520 | \$ 3,697 | \$ 3,880 |
| HEAD HS COMPETITIVE CHEERLEADING  |                              |          |          |          |
| HEAD HS CROSS COUNTRY             |                              |          |          |          |
| HEAD HS GOLF                      |                              |          |          |          |
| HEAD HS SOCCER                    |                              |          |          |          |
| HEAD HS SOFTBALL                  |                              |          |          |          |
| HEAD HS TENNIS                    |                              |          |          |          |
| HEAD HS TRACK                     |                              |          |          |          |
| JV HS BASEBALL                    | \$ 2,188                     | \$ 2,550 | \$ 2,741 | \$ 2,944 |
| JV HS BASKETBALL                  |                              |          |          |          |
| FRESHMEN BASKETBALL               |                              |          |          |          |
| JV HS COMPETITIVE CHEERLEADING    |                              |          |          |          |
| FRESHMEN COMPETITIVE CHEERLEADING |                              |          |          |          |
| VAR SIDELINE CHEERLEADING         |                              |          |          |          |
| ASST. HS CROSS COUNTRY            |                              |          |          |          |
| ASST. HS FOOTBALL                 |                              |          |          |          |
| JV FOOTBALL                       |                              |          |          |          |
| FRESHMEN FOOTBALL                 |                              |          |          |          |
| JV HS SOCCER                      |                              |          |          |          |
| JV HS SOFTBALL                    |                              |          |          |          |
| JV HS TENNIS                      |                              |          |          |          |
| ASST. HS TRACK                    |                              |          |          |          |
| JV HS VOLLEYBALL                  |                              |          |          |          |
| FRESHMEN VOLLEYBALL               |                              |          |          |          |
| ASST. HS WRESTLING                |                              |          |          |          |
| INTRAMURAL COORDINATOR            |                              |          |          |          |
| 7TH/8TH GRADE BASKETBALL          | \$ 1,582                     | \$ 1,687 | \$ 1,891 | \$ 2,096 |
| FRESHMEN/JV SIDELINE CHEERLEADING |                              |          |          |          |
| MS CROSS COUNTRY                  |                              |          |          |          |
| MS TRACK                          |                              |          |          |          |
| 7TH/8TH GRADE VOLLEYBALL          |                              |          |          |          |
| MS WRESTLING                      |                              |          |          |          |
| ASSISTANT VARSITY BASKETBALL      | \$ 500                       | \$ 500   | \$ 500   | \$ 500   |
| MS/HS MEET MANAGER                | \$50 per event               |          |          |          |

-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 shorted 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 EXTRA ASSIGNMENTS**  
**2001-2002**

| POSITION   | YEARS OF ACTIVITY EXPERIENCE |          |          |          |
|--|------------------------------|----------|----------|----------|
|  | 0                            | 1        | 2        | 3        |
| HS BAND DIRECTOR   | \$ 3,746                     | \$ 4,066 | \$ 4,275 | \$ 4,479 |
| HS VOCAL   | \$ 2,812                     | \$ 3,096 | \$ 3,377 | \$ 3,653 |
| HS BOOKSTORE   | \$ 2,188                     | \$ 2,266 | \$ 2,346 | \$ 2,422 |
| MS BAND DIRECTOR   | \$ 1,875                     | \$ 2,064 | \$ 2,251 | \$ 2,435 |
| HS MUSICAL<br>ORCHESTRA DIRECTOR<br>MS VOCAL                     |                              |          |          |          |
| DRAMATICS COACH (When not part of class)                         | \$ 1,798                     | \$ 1,875 | \$ 1,952 | \$ 2,029 |
| DEBATE/FORENSICS COACH (When not part of class)                  |                              |          |          |          |
| HS STUDENT COUNCIL ADVISOR<br>HS YEARBOOK ADVISOR<br>NHS ADVISOR |                              |          |          |          |
| FFA ADVISOR  | \$ 1,779                     | \$ 1,957 | \$ 2,134 | \$ 2,308 |
| MS STUDENT COUNCIL ADVISOR                                       | \$ 1,348                     | \$ 1,406 | \$ 1,465 | \$ 1,523 |
| ELEM STUDENT COUNCIL ADVISOR                                     | \$ 855                       | \$ 936   | \$ 1,012 | \$ 1,085 |
| MS YEARBOOK ADVISOR<br>ELEMENTARY YEARBOOK ADVISOR               | \$ 428                       | \$ 465   | \$ 505   | \$ 543   |
| STUDENT PUBLICATION (When not part of class)                     | \$ 137                       | \$ 160   | \$ 172   | \$ 184   |

|                                  | RATES PER YEAR                        |
|----------------------------------|---------------------------------------|
| JUNIOR CLASS ADVISOR (2 MAXIMUM) | \$ 547                                |
| SENIOR CLASS ADVISOR (2 MAXIMUM) | \$ 593                                |
| SCHOOL IMPROVEMENT CHAIR         | \$ 593                                |
| DEPT/CURR. CHAIR                 | \$ 593                                |
| DEPT/CURR. SECRETARIES           | \$ 76                                 |
| NEW TEACHER MENTORS              | *AS PER BOARD APPROVED MENTOR PROGRAM |

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 C**  
**INSURANCE BENEFITS**

**A. HEALTH INSURANCE.**

- (1) Health Insurance. Upon acceptance of written application, the Board agrees to pay a portion of the insurance premium (as designated by the Board and Association each year through the Total Compensation Formula described in the "Preamble for Appendices A, B, C, and D") toward MESSA (Michigan Education Special Services Association) Super Care 1 (including an XVA2 rider) health care protection (or toward different MESSA coverage, or a different MESSA plan, or toward coverage through a different carrier, as may be mutually agreed) as elected by each teacher for the duration of the contract. The board will not pay for employee, spouse and/or dependent benefits which duplicate benefits to which such employee 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. Teachers must elect this option annually when employment contracts are signed. Health insurance coverage is subject to the terms and conditions of the group policy. Part-time teachers receive prorated coverage, subject to the terms and conditions of the group policy.

Coverage:

Eligibility:

- |                      |   |
|----------------------|---|
| a. Member            | Teacher who chooses to cover self only  |
| b. Member and Spouse | Teacher and spouse when not covered elsewhere                                       |
| c. Member and Child  | Teacher and dependent when dependent is not covered elsewhere                       |
| d. Full Family       | Teacher, spouse and dependents when spouse and dependents are not covered elsewhere |

The parties mutually agree that a joint committee consisting of three representatives of each will meet annually in May to study insurance coverage options to determine whether generally comparable coverage could be obtained more cost effectively; such coverage to include an XVA2 rider or its equivalent. Any recommended change may be implemented by mutual agreement of the Board and the Association.



- (2) Health Options. Teachers who are not eligible for health insurance may choose health options. Upon acceptance of written application, the Board agrees to pay the insurance health options premiums (up to an amount 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, Short-Term Disability, Long Term Disability and/or Hospital Supplement, provided by the MESSA or other mutually agreed upon carrier for the duration of the contract. Teachers must elect this option annually when employment contracts are signed. Full-time teachers will receive an amount to be applied to health options as designated by the Association each year through the Total Compensation Formula. Part-time teachers receive a prorated amount for health options, subject to the terms and conditions of the group policy.

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.

- (3) Cash Option. Teachers who are not eligible for health insurance and who do not elect health options may elect to receive cash (through a qualified IRS Section 125C Salary Reduction Plan). The amount of the cash option is determined each year by the Association through the Total Compensation formula. Teachers must elect this option annually when employment contracts are signed. Part-time teachers receive a prorated cash option amount.

B. 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 of 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 total per contract year for prosthodontic 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.

- C. **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.

Beginning September 1 of each year 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.

- D. **IRS SECTION 125C SALARY REDUCTION PLAN.** The Board will establish an IRS Section 125C Salary Reduction Plan to afford VEA members the opportunity to pay qualified amounts for health insurance, premiums, co-pay and deductibles, child care, etc., with pre-tax dollars, thus accruing net savings to employees for qualified out-of-pocket expenses.

- E. **INSURANCE COVERAGE PROVISIONS.** The medical insurance benefits provided herein begin when the employee has completed the necessary forms. Teachers who resign or whose contracts are terminated during the school year will have insurance coverage through the end of the month the resignation or termination takes place. Board subsidy for teachers on unpaid leave will be terminated unless superseded by law. Teachers who have fulfilled the terms of this agreement and have fulfilled their contractual obligations shall have their insurance benefits continued until September 1 in the year of resignation or termination.

**APPENDIX D**  
**ADDITIONAL ECONOMIC BENEFITS**

- A. **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 accrued thirty (30) years of MPERS service credit, with 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 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 retirement incentive programs. In the event this occurs, members who have already retired under the District Retirement Incentive Program will continue to receive the full benefit for which they qualify under Appendix D.

Teachers, who participate in the 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 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 retirement program shall be at least the basic District substitute teacher rate for the current year.
3. In the event that teachers elect to receive health insurance and do not qualify for a year-end 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 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.

- B. **COMPENSATION UPON RETIREMENT.** Teachers retiring from teaching and who at that time are eligible for a Michigan Public School Employees Retirement Fund Pension 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 ÷ 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.** When a teacher accepts either occasional or regular duty for recess or lunch supervision during the teacher's duty free lunch or designated planning time, extra compensation will be allocated at the rate of \$10 per 30-minute period. Such duty will be voluntary (except in the case of an emergency) and will be treated as an extra duty contract in cases where a teacher elects to perform the duty on a regular basis for the duration of a school year.
- G. **EXTENDED PERIOD ASSIGNMENTS.** Teachers contracted to teach a class 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 prorated salary increase based on the portion of a full teaching assignment represented by the extra teaching period. The resulting prorated percentage will be applied to the teacher's regular salary for that year to determine the actual prorated amount.

- 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.
- I. **SUMMER SCHOOL.** Assignments for instruction in academic subjects in 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) Employees' teaching time schedule for any such program shall be determined by the Administration.
  - (3) There will be no sick leave allowance for summer school programs.
  - (4) 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 one hundred (\$100.00) 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 one hundred (\$100.00) 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 or \$600 per teacher per fiscal year.

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 - \$27.00 per event
- (2) School Activity for which a Chaperone is required and designated by the Administration - \$27.00 per event

## APPENDIX E

## PAYDAYS

- A. Teacher salaries will be paid in twenty-six (26) bi-weekly installments.
- B. Teachers may elect to be paid in twenty-two (22) pays. Written notice of election or revocation must be received by the Administration no later than August 1 of the year the teacher elects or revokes a change.
- C. Checks will be dated consistent with the payroll calendar found in appendix E.
- D. Occasionally, approximately every eleven (11) years, there are nine (9) Fridays between pay #22 and pay #1 of the following school year. In order to maintain twenty-six (26) pays, the following adjustment will be made: pays #23, #24, #25, and #26 will each be delayed one (1) workday.

For example,

Pay #22 on Friday as usual

Pay #23 two weeks and one (1) workday later (paid on Monday)

Pay #24 two weeks and one (1) workday later (paid on Tuesday)

Pay # 25 two weeks and one (1) workday later (paid on Wednesday)

Pay #26 two weeks and one (1) workday later (paid on Thursday)

Pay #1 of the new school year paid two weeks and one (1) workday later (paid on Friday) then continuing on the regular bi-weekly installments.

- E. If the scheduled payday falls during the winter holiday or spring break, checks will be mailed to normally arrive by the scheduled payday.
- F. Teachers paid on twenty-six (26) pays may, on an individual emergency basis, request their remaining paychecks in one (1) payment paid at the same time as the twenty-second (22<sup>nd</sup>) paycheck. The request must be submitted to the Administration in writing no later than June 1 and is subject to the approval of the Superintendent.

## APPENDIX E

## PAYROLL CALENDARS

| Pay No. | 2001-2002 | Pay No. | 2002-2003 | Pay No. | 2003-2004 | Pay No. | 2004-2005 |
|---------|-----------|---------|-----------|---------|-----------|---------|-----------|
| 1       | 31-Aug-01 | 1       | 30-Aug-02 | 1       | 29-Aug-03 | 1       | 27-Aug-04 |
| 2       | 14-Sep-01 | 2       | 13-Sep-02 | 2       | 12-Sep-03 | 2       | 10-Sep-04 |
| 3       | 28-Sep-01 | 3       | 27-Sep-02 | 3       | 26-Sep-03 | 3       | 24-Sep-04 |
| 4       | 12-Oct-01 | 4       | 11-Oct-02 | 4       | 10-Oct-03 | 4       | 08-Oct-04 |
| 5       | 26-Oct-01 | 5       | 25-Oct-02 | 5       | 24-Oct-03 | 5       | 22-Oct-04 |
| 6       | 09-Nov-01 | 6       | 08-Nov-02 | 6       | 07-Nov-03 | 6       | 05-Nov-04 |
| 7       | 23-Nov-01 | 7       | 22-Nov-02 | 7       | 21-Nov-03 | 7       | 19-Nov-04 |
| 8       | 07-Dec-01 | 8       | 06-Dec-02 | 8       | 05-Dec-03 | 8       | 03-Dec-04 |
| 9       | 21-Dec-01 | 9       | 20-Dec-02 | 9       | 19-Dec-03 | 9       | 17-Dec-04 |
| 10      | 04-Jan-02 | 10      | 03-Jan-03 | 10      | 02-Jan-04 | 10      | 31-Dec-04 |
| 11      | 18-Jan-02 | 11      | 17-Jan-03 | 11      | 16-Jan-04 | 11      | 14-Jan-05 |
| 12      | 01-Feb-02 | 12      | 31-Jan-03 | 12      | 30-Jan-04 | 12      | 28-Jan-05 |
| 13      | 15-Feb-02 | 13      | 14-Feb-03 | 13      | 13-Feb-04 | 13      | 11-Feb-05 |
| 14      | 01-Mar-02 | 14      | 28-Feb-03 | 14      | 27-Feb-04 | 14      | 25-Feb-05 |
| 15      | 15-Mar-02 | 15      | 14-Mar-03 | 15      | 12-May-04 | 15      | 11-Mar-05 |
| 16      | 29-Mar-02 | 16      | 28-Mar-03 | 16      | 26-Mar-04 | 16      | 25-Mar-05 |
| 17      | 12-Apr-02 | 17      | 11-Apr-03 | 17      | 09-Apr-04 | 17      | 08-Apr-05 |
| 18      | 26-Apr-02 | 18      | 25-Apr-03 | 18      | 23-Apr-04 | 18      | 22-Apr-05 |
| 19      | 10-May-02 | 19      | 09-May-03 | 19      | 07-May-04 | 19      | 06-May-05 |
| 20      | 24-May-02 | 20      | 23-May-03 | 20      | 21-May-04 | 20      | 20-May-05 |
| 21      | 07-Jun-02 | 21      | 06-Jun-03 | 21      | 04-Jun-04 | 21      | 03-Jun-05 |
| 22      | 21-Jun-02 | 22      | 20-Jun-03 | 22      | 18-Jun-04 | 22      | 17-Jun-05 |
| 23      | 05-Jul-02 | 23      | 03-Jul-03 | 23      | 02-Jul-04 | 23      | 01-Jul-05 |
| 24      | 19-Jul-02 | 24      | 18-Jul-03 | 24      | 16-Jul-04 | 24      | 15-Jul-05 |
| 25      | 02-Aug-02 | 25      | 01-Aug-03 | 25      | 30-Jul-04 | 25      | 29-Jul-05 |
| 26      | 16-Aug-02 | 26      | 15-Aug-03 | 26      | 13-Aug-04 | 26      | 12-Aug-05 |



APPENDIX F

## CALENDAR PREAMBLE

The calendar plan for the duration of this contract assumes a continuation of the current State mandate for a minimum of 180 scheduled student days with a minimum of 178 student days actually delivered; plus a minimum 1,098 scheduled instruction hours with a minimum of 1,088.34 student instruction hours actually delivered. The attached calendar plan for 2001-02 and the subsequent years of this contract will be developed based on the current Kalamazoo County More Common Calendar for each of those years and the following local parameters:

- A. Starting date for students based on the Kalamazoo County More Common Calendar
- B. 181 scheduled student days, with a daily student schedule as follows:
  - 1. Elementary – 8:55 a.m. to 3:35 p.m. with a 20 minute student lunch and a 30 minute teacher supervised student recess. This schedule will be evaluated at the end of the 2001-02 school year based on student experience with lunchroom and recess discipline, or any problem with students having sufficient time to finish lunch. If the evaluation demonstrates the need for a change, the fall-back option would be to schedule a 25 minute lunch and a 25 minute recess or other mutually developed plan to achieve the total of 50 minutes for lunch and recess combined.
  - 2. Secondary – 7:40 a.m. to 2:35 p.m. with M.S. student lunch/recess of 35 minutes and H.S. student lunch of 30 minutes
- C. Total annual scheduled clock hours of instruction as follows:
  - 1. Elementary – 1,130  
176 full days  
5 half days
  - 2. Middle School – 1,125 (Reflects two additional half days for PT conferences)  
174 full days  
7 half days
  - 3. High School – 1,137 (Reflects two additional half days at the end of the first semester for exams)  
173 full days  
8 half days
- D. 184.5 scheduled teacher work days plus 12 hours (2, 3-hour PT conference periods per semester) of PT conferences, which represents two work days, and

12 hours of PD sessions from the District Choice PD Plan, which also represents two work days, for a total of 188.5 VEA days.

- E. Two preservice professional development days, followed by one half teacher workday.
- F. No students or teachers on the Friday before Labor Day.
- G. At the end of each of the first and third marking periods, one half day (coinciding with the Kalamazoo County More Common Calendar) without students as follows:
  - Half day for students
  - Half day for professional development
- H. At the end of each of the first and third marking periods, one half day without students for teachers to do records/report cards.
- I. One teacher comp day for two evenings of PT conferences each semester to be scheduled as per the Kalamazoo County More Common Calendar.
- J. At the end of the first semester (coinciding with the Kalamazoo County More Common Calendar), one full day without students for teachers to do records/report cards.
- K. At the end of the fourth marking period, one half day without students for records/report cards (last day). This half day would also be one of two High School student exam days.
- L. One mid-winter break/snow day make-up day scheduled per the Kalamazoo County More Common Calendar.
- M. Holiday Break and Spring Break as per the Kalamazoo County More Common Calendar.

Scheduled day and clock hour provisions in this proposal shall be altered as needed to meet any increases to State requirements during the life of this contract.

# VICKSBURG COMMUNITY SCHOOLS 2007-2008 SCHOOL YEAR CALENDAR

S=179 T=188.5

\*Includes 4 Conference Evenings and 2 Prof. Dev. Day Equivalents from the VCS P.D. Choice Program

## JULY, 2007

| 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 |    |    |    |

No School

## AUGUST, 2007

| 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 |

27-New Teacher Orientation  
28-29-Pre-Service Days  
30-Teacher Work Day - a.m.  
31 - No School

VEA=2.5

## SEPTEMBER, 2007

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
| 3       | 4 S-1   | 5 S-2   | 6 S-3   | 7 S-4   |
| 10 S-5  | 11 S-6  | 12 S-7  | 13 S-8  | 14 S-9  |
| 17 S-10 | 18 S-11 | 19 S-12 | 20 S-13 | 21 S-14 |
| 24 S-15 | 25 S-16 | 26 S-17 | 27 S-18 | 28 S-19 |
|         |         |         |         |         |

3-Labor Day-No School  
4- 1st Day of School

VEA=1  
Students=1

## OCTOBER, 2007

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
| 1 S-20  | 2 S-21  | 3 S-22  | 4 S-23  | 5 S-24  |
| 8 S-25  | 9 S-26  | 10 S-27 | 11 S-28 | 12 S-29 |
| 15 S-30 | 16 S-31 | 17 S-32 | 18 S-33 | 19 S-34 |
| 22 S-35 | 23 S-36 | 24 S-37 | 25 S-38 | 26 S-39 |
| 29 S-40 | 30 S-41 | 31 S-42 |         |         |

31- HS Exams

VEA=23  
Students=23

## NOVEMBER, 2007

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
|         |         |         | 1 S-43  | 2       |
| 5 S-1   | 6 S-2   | 7 S-3   | 8 S-4   | 9 S-5   |
| 12 S-6  | 13 S-7  | 14 S-8  | 15 S-9  | 16      |
| 19 S-10 | 20 S-11 | 21 S-12 | 22      | 23      |
| 26 S-13 | 27 S-14 | 28 S-15 | 29 S-16 | 30 S-17 |

1- HS Exams  
1- End of 1st Marking Period  
2-No Students TR/PD  
16-No School-Conf.Comp Day  
22-23 Thanksgiving Break

VEA=19  
Students=18

## DECEMBER, 2007

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
| 3 S-18  | 4 S-19  | 5 S-20  | 6 S-21  | 7 S-22  |
| 10 S-23 | 11 S-24 | 12 S-25 | 13 S-26 | 14 S-27 |
| 17 S-28 | 18 S-29 | 19 S-30 | 20 S-31 | 21 S-32 |
| 24      | 25      | 26      | 27      | 28      |
| 31      |         |         |         |         |

24-31 Holiday Break

VEA=1  
Students=1

## JANUARY, 2008

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
|         | 1       | 2       | 3       | 4       |
| 7 S-33  | 8 S-34  | 9 S-35  | 10 S-36 | 11 S-37 |
| 14 S-38 | 15 S-39 | 16 S-40 | 17 S-41 | 18 S-42 |
| 21 S-43 | 22 S-44 | 23 S-45 | 24 S-46 | 25      |
| 28 S-1  | 29 S-2  | 30 S-3  | 31 S-4  |         |

1-4 Holiday Break  
7-School Resumes  
23-24 - HS Exams  
24 - End of 2nd Marking Period  
25 - Records Day-No Stud.  
28-1st Day of Second Semester

VEA=19  
Students=18

## FEBRUARY, 2008

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
|         |         |         |         | 1 S-5   |
| 4 S-6   | 5 S-7   | 6 S-8   | 7 S-9   | 8 S-10  |
| 11 S-11 | 12 S-12 | 13 S-13 | 14 S-14 | 15 S-15 |
| 18 S-16 | 19 S-17 | 20 S-18 | 21 S-19 | 22 S-20 |
| 25      | 26 S-21 | 27 S-22 | 28 S-23 | 29 S-24 |

25 - Mid Winter Break

VEA=20  
Students=20

## MARCH, 2008

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
| 3 S-25  | 4 S-26  | 5 S-27  | 6 S-28  | 7 S-29  |
| 10 S-30 | 11 S-31 | 12 S-32 | 13 S-33 | 14 S-34 |
| 17 S-35 | 18 S-36 | 19 S-37 | 20 S-38 | 21 S-39 |
| 24 S-40 | 25 S-41 | 26 S-42 | 27 S-43 | 28 S-44 |
| 31 S-45 |         |         |         |         |

11-13 - Michigan Merit Exam  
25 - MME Make-up

VEA=2  
Students=2

## APRIL, 2008

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
|         | 1 S-46  | 2 S-47  | 3 TR/PD | 4       |
| 7       | 8       | 9       | 10      | 11      |
| 14 S-1  | 15 S-2  | 16 S-3  | 17 S-4  | 18 S-5  |
| 21 S-6  | 22 S-7  | 23 S-8  | 24 S-9  | 25 S-10 |
| 28 S-11 | 29 S-12 | 30 S-13 |         |         |

1-2 HS Exams  
2 - End of 3rd Marking Pd.  
3 - No Stud. TR/PD  
4 - No School- Conf. Comp Day  
7-11 - Spring Break  
14 - School Resumes

VEA=16  
Students=15

## MAY, 2008

| M       | T       | W       | Th      | F       |
|---------|---------|---------|---------|---------|
|         |         |         | 1 S-14  | 2 S-15  |
| 5 S-16  | 6 S-17  | 7 S-18  | 8 S-19  | 9 S-20  |
| 12 S-21 | 13 S-22 | 14 S-23 | 15 S-24 | 16 S-25 |
| 19 S-26 | 20 S-27 | 21 S-28 | 22 S-29 | 23 S-30 |
| 26      | 27 S-31 | 28 S-32 | 29 S-33 | 30 S-34 |

26 - Memorial Day (Observed)-  
No School

VEA=21  
Students=21

## JUNE, 2008

| M      | T       | W       | Th      | F      |
|--------|---------|---------|---------|--------|
| 2 S-35 | 3 S-36  | 4 S-37  | 5 S-38  | 6 S-39 |
| 9 S-40 | 10 S-41 | 11 S-42 | 12 S-43 | 13     |
|        |         |         |         |        |
|        |         |         |         |        |

11 - 12 - HS Exams  
12 - Last 1/2 Day students,  
12 - PM TR

VEA=1  
Students=1

PD = Professional Development

TR = Teacher Records  
Revised 3/25/07

## Vicksburg Community Schools 2007-2008 Linear Calendar

| DATE                          | PURPOSE                                      | ADD'L TEACHER DAYS | STUDENT DAYS |
|-------------------------------|--|--------------------|--------------|
| Aug. 28, 29                   | PD   | 2.0                |              |
| Aug. 30                       | TWD, am                                      | 0.5                |              |
| Aug. 31 - Sept.- 3            | Labor Day Holiday (No School)                |                    |              |
| Sept. 4 - Nov. 1              | School                                       |                    | 43.0         |
| Oct. 31, Nov. 1               | HS Students - 1/2 day (Exams)                |                    |              |
| Nov. 2                        | No Students, 1/2 TR / 1/2 PD                 | 1.0                |              |
| Nov. 5 - Nov. 15              | School                                       |                    | 9.0          |
| Nov. 16                       | No School (Conf. Comp. Day)                  |                    |              |
| Nov. 19 - 21                  | School                                       |                    | 3.0          |
| Nov. 22, 23                   | No School (Thanksgiving Break)               |                    |              |
| Nov. 26 - Dec. 21             | School                                       |                    | 20.0         |
| Dec. 24 - Jan.4               | No School (Holiday Break)                    |                    |              |
| Jan 7 - 24                    | School                                       |                    | 14.0         |
| Jan. 23-24                    | HS Students - 1/2 day (Exams)                |                    |              |
| Jan. 25                       | Records Day                                  | 1.0                |              |
|                               | 2, 3-hr Evenings P/T Conf (6 hrs)            | 1.0                |              |
|                               | 2, 3-hr Evenings PD (6 hrs)                  | 1.0                |              |
|                               | or 1- 6 hr Summer day                        |                    |              |
| <b>1st SEMESTER TOTALS</b>    |  | <b>6.5</b>         | <b>89.0</b>  |
| Jan. 28 - Feb. 22             | School                                       |                    | 20.0         |
| Feb. 25                       | Snow Make-up Day or Midwinter Break          |                    |              |
| Feb. 26 - April 2             | School                                       |                    | 27.0         |
| 11-Mar                        | HS Michigan Merit Exam (Gr. 11 only all day) |                    |              |
| March 12 & 13                 | HS Michigan Merit Exam (Gr. 11 only - a.m.)  |                    |              |
| April 1 - 2                   | HS Students - 1/2 day (Exams)                |                    |              |
| April 3                       | No Students, 1/2 TR / 1/2 PD                 | 1.0                |              |
| April 4                       | No School - Conf. Comp Day                   |                    |              |
| April 7 - 11                  | No School (Spring Break)                     |                    |              |
| April 14 - May 23             | School                                       |                    | 30.0         |
| May 26                        | No School (Memorial Day)                     |                    |              |
| May 27 - June11               | School                                       |                    | 12.0         |
| June 11-12                    | HS Students - 1/2 day (Exams)                |                    |              |
| June 12                       | School ( 1/2 day students, HS exams)         |                    | 1.0          |
|                               | 2, 3-hr Evenings P/T Conf (6 hrs)            | 1.0                |              |
|                               | 2, 3-hr Evenings PD (6 hrs)                  | 1.0                |              |
|                               | or 1- 6 hr Summer day                        |                    |              |
| <b>2nd SEMESTER TOTALS</b>    |  | <b>3.0</b>         | <b>90.0</b>  |
| <b>2007-2008 YEAR TOTALS</b>  |  | <b>9.5</b>         |              |
|                               | <b>TOTAL VEA DAYS</b>                        | <b>188.5</b>       |              |
|                               | <b>TOTAL STUDENT DAYS</b>                    |                    | <b>179.0</b> |
| PD = Professional Development |  |                    |              |
| TR = Teacher Records          |  |                    |              |
| TWD = Teacher Workday         |  |                    |              |

revised:4/30/07

**ADDENDUM TO  
LABOR AGREEMENT  
OF 2001-2005**

**Between**

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

**And**

**KALAMAZOO COUNTY EDUCATION ASSOCIATION –  
VICKSBURG EDUCATION ASSOCIATION**

## APPENDIX A

## SALARY SCHEDULE

A. **DEFINITIONS FOR INITIAL PLACEMENT ON SALARY SCHEDULES.**

Placement is determined by degree held and earned credit hours in addition to BA or MA at time of hire. Credit hours will be accepted in accordance with current federal and state requirements and which are relevant to the teaching assignment.

1. **B.A. Schedule:** Shall apply to all teachers meeting the following conditions:
  - a. Possess a Baccalaureate Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
  - c. This schedule shall also apply to those possessing a BA/BS degree for vocational education.
2. **B.A. +20 Schedule:** Shall apply to all teachers meeting the following conditions:
  - a. Complete at least twenty (20) semester credit hours in addition to a Baccalaureate Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
3. **M.A. Schedule:** M.A. Schedule shall apply to all teachers meeting the following conditions:
  - a. Complete a Master's Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.
4. **M.A. +15 schedule:** Shall apply to all teachers meeting the following conditions:
  - a. Complete at least fifteen (15) semester credit hours in addition to a Master's Degree from an accredited college or university.
  - b. Hold a current, valid Michigan Teaching Certificate.

B. **PROCEDURES AND CONDITIONS FOR HORIZONTAL ADVANCEMENT ON THE SALARY SCHEDULE:**

1. Courses/credits for advancement on the salary schedule shall be submitted to the Superintendent for preapproval on the credit approval form prior to the

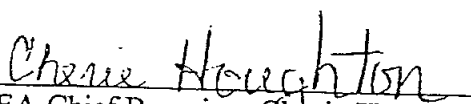
initiation of coursework or be part of a District pre-approved planned university program.

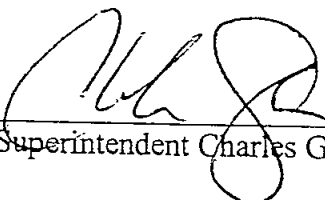
2. All credits must be at a level at least commensurate with the degree presently held by the teacher and be directly related to the District's school curriculum or be directly related to a District-approved program of study.
3. All completed courses/credits must be submitted to the Superintendent on an official transcript of credits, grade slip, or instructor's letter from an accredited college or university prior to receiving credit reimbursement and/or horizontal advancement on the salary schedule. Audited courses shall not apply.
4. To advance to the M.A. +15, completion of the Vicksburg Community Schools Professional Development Program consisting of Instructional Skills, Cooperative Learning, and Advanced Instructional Skills is also required.
5. For changes to take effect at the beginning of a new school year, notify Human Resources by June 1 of the previous school year that the requirements for horizontal advancement will be completed before the first day of the new school year.
6. For changes to take effect at the beginning of the second semester in a school year, notify Human Resources by September 1 of the same school year that the requirements for horizontal advancement will be completed before the first day of the second semester.

C. **GRANDFATHER PROVISIONS**

1. All teachers qualifying for placement on the MA+15 schedule per the 1997-2001 contract requirements prior to January 1, 2002 shall be placed and remain on this schedule as long as they remain continuously employed by the Vicksburg Community Schools.
2. Teachers who complete the requirements for moving to the MA+15 schedule under the 1997-2001 contract after January 1, 2002 but prior to the start of the 2002-03 school year may qualify for the MA+15 schedule without completing the Vicksburg Community Schools Professional Development Program as defined above as long as they complete at least one of the three required programs prior to the 2002-03 school year and complete all three within the following two years.

TENTATIVE AGREEMENT SIGNED on 6/2/05 :

  
VEA Chief Bargainer Cherie Houghton

  
Superintendent Charles Glaes

**APPENDIX F****CALENDAR PREAMBLE**

The calendar plan for the duration of this contract assumes a continuation of the current State mandate for a minimum 1,098 scheduled instruction hours delivered. The attached calendar plan for 2005-06 and the subsequent years of this contract will be developed based on the current Kalamazoo County More Common Calendar for each of those years and the following local parameters:

- A. Starting date for students based on the Kalamazoo County More Common Calendar
- B. 179 scheduled student days, with a daily student schedule as follows:
  - 1. Elementary – 8:55 a.m. (8:50 a.m. Kindergarten) to 3:35 p.m. with a 20 minute student lunch and a 30 minute teacher supervised student recess. This schedule will be evaluated at the end of the 2005-06 school year based on student experience with lunchroom and recess discipline, or any problem with students having sufficient time to finish lunch. If the evaluation demonstrates the need for a change, the fall-back option would be to schedule a 25 minute lunch and a 25 minute recess or other mutually developed plan to achieve the total of 50 minutes for lunch and recess combined.
  - 2. Secondary – 7:40 a.m. to 2:35 p.m. with M.S. student lunch/recess of 35 minutes and H.S. student lunch of 30 minutes
- C. Total annual scheduled clock hours of instruction as follows:
  - 1. Elementary – 1,130.174  
178 full days @ 6.333 hrs.  
1 half days @ 3 hrs.
  - 2. Middle School – 1,130.465 (Reflects two additional half days for PT conferences)  
176 full days @ 6.35 hrs.  
1 half days at 3.333 hrs.  
2 half days at 4.766 hrs.
  - 3. High School – 1,123.80  
171 full days @ 6.416 hrs.  
8 half days @ 3.333 (2 half days at the end of each marking period for exams)
- D. 184.5 scheduled teacher work days plus 12 hours (2, 3-hour PT conference periods per semester) of PT conferences, which represents two work days, and 12 hours of PD sessions from the District Choice PD Plan, which also represents two work days, for a total of 188.5 VEA days.

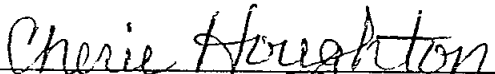


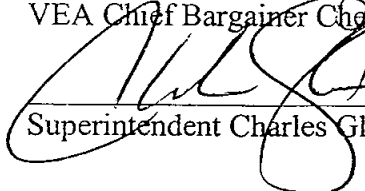
- E. Two preservice professional development days, followed by one half teacher workday.
- F. No students or teachers on the Friday before Labor Day.
- G. At the end of each of the first and third marking periods, one full day (coinciding with the Kalamazoo County More Common Calendar) without students as follows:
  - 1/2 day for professional development
  - 1/2 day to do records/report cards
- H. One teacher comp day for two evenings of PT conferences each semester to be scheduled as per the Kalamazoo County More Common Calendar.
- I. At the end of the first semester (coinciding with the Kalamazoo County More Common Calendar), one full day without students for teachers to do records/report cards.
- J. At the end of the fourth marking period, one half day without students for records/report cards (last day). This half day would also be one of two High School student exam days.
- K. One mid-winter break/snow day make-up day scheduled per the Kalamazoo County More Common Calendar.
- L. Holiday Break and Spring Break as per the Kalamazoo County More Common Calendar.

Scheduled day and clock hour provisions in this proposal shall be altered as needed to meet any increases to State requirements during the life of this contract.

For the 2005-06 school year only, the number of student days of instruction will be reduced to 178 in order to accommodate the legally-required January 2 holiday. This reduction is a one-time, non-precedent setting response to a calendar anomaly, and will not be construed as a change in the District's intention to deliver 179 scheduled student days of instruction.

**TENTATIVE AGREEMENT SIGNED** on 6/2/05 :

  
\_\_\_\_\_  
VEA Chief Bargainer Cherie Houghton

  
\_\_\_\_\_  
Superintendent Charles Glaes

VICKSBURG COMMUNITY SCHOOLS  
2005-2006 SCHOOL YEAR CALENDAR

\*Includes 4 conference evenings and 2 Professional Development days Equivalents from the VCS Choice PD Program

JULY, 2005

| 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 |

| M   | T   | W   | Th | F  |
|-----|-----|-----|----|----|
| 1   | 2   | 3   | 4  | 5  |
| 8   | 9   | 10  | 11 | 12 |
| 15  | 16  | 17  | 18 | 19 |
| 22  | 23  | PD  | PD | T  |
| S-1 | S-2 | S-3 |    |    |
| 29  | 30  | 31  |    |    |

24-25 - PD VEA=5.5  
26 - Teacher Workday AM Std=3  
29 - School Starts  
30 - 1<sup>st</sup> Day County Programs

SEPTEMBER, 2005

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      |      | S-4  |      |
|      |      |      | 1    | 2    |
| 5    | S-5  | S-6  | S-7  | S-8  |
| S-9  | S-10 | S-11 | S-12 | S-13 |
| 12   | 13   | 14   | 15   | 16   |
| S-14 | S-15 | S-16 | S-17 | S-18 |
| 19   | 20   | 21   | 22   | 23   |
| S-19 | S-20 | S-21 | S-22 | S-23 |
| 26   | 27   | 28   | 29   | 30   |

2 - No School VEA=20  
5 - Labor Day-No School Std=20

OCTOBER, 2005

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
| S-24 | S-25 | S-26 | S-27 | S-28 |
| 3    | 4    | 5    | 6    | 7    |
| S-29 | S-30 | S-31 | S-32 | S-33 |
| 10   | 11   | 12   | 13   | 14   |
| S-34 | S-35 | S-36 | S-37 | S-38 |
| 17   | 18   | 19   | 20   | 21   |
| S-39 | S-40 | S-41 | S-42 |      |
| 24   | 25   | 26   | 27   | 28   |
| S-1  |      |      |      |      |
| 31   |      |      |      |      |

27 - 1/2 day HS exams VEA = 21  
28 - End of 1st Marking Period Std=20  
28 - No Students TR/PD

NOVEMBER, 2005

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      | S-2  | S-3  | S-4  | S-5  |
|      | 1    | 2    | 3    | 4    |
| S-6  | S-7  | S-8  | S-9  |      |
| 7    | 8    | 9    | 10   | 11   |
| S-10 | S-11 | S-12 | S-13 | S-14 |
| 14   | 15   | 16   | 17   | 18   |
| S-15 | S-16 | S-17 |      |      |
| 21   | 22   | 23   | 24   | 25   |
| S-18 | S-19 | S-20 |      |      |
| 28   | 29   | 30   |      |      |

11 - No School - Conf. Comp. Day VEA=19  
24-25 - Thanksgiving Break Std=19

DECEMBER, 2005

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      |      | S-21 | S-22 |
|      |      |      | 1    | 2    |
| S-23 | S-24 | S-25 | S-26 | S-27 |
| 5    | 6    | 7    | 8    | 9    |
| S-28 | S-29 | S-30 | S-31 | S-32 |
| 12   | 13   | 14   | 15   | 16   |
|      |      |      |      |      |
| 19   | 20   | 21   | 22   | 23   |
|      |      |      |      |      |
| 26   | 27   | 28   | 29   | 30   |

19-30 - Holiday Break VEA=12  
Std=12

JANUARY, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      | S-33 | S-34 | S-35 | S-36 |
| 2    | 3    | 4    | 5    | 6    |
| S-37 | S-38 | S-39 | S-40 | S-41 |
| 9    | 10   | 11   | 12   | 13   |
| S-42 | S-43 | S-44 | S-45 | S-46 |
| 16   | 17   | 18   | 19   | 20   |
|      | S-1  | S-2  | S-3  | S-4  |
| 23   | 24   | 25   | 26   | 27   |
| S-5  | S-6  |      |      |      |
| 30   | 31   |      |      |      |

2 - No School VEA=21  
20 - End of 2nd Marking Period Std=20  
23 - Records Day - No Students  
24 - 1st Day of Second Semester

FEBRUARY, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      | S-7  | S-8  | S-9  |
|      |      | 1    | 2    | 3    |
| S-10 | S-11 | S-12 | S-13 | S-14 |
| 6    | 7    | 8    | 9    | 10   |
| S-15 | S-16 | S-17 | S-18 | S-19 |
| 13   | 14   | 15   | 16   | 17   |
| S-20 | S-21 | S-22 | S-23 | S-24 |
| 20   | 21   | 22   | 23   | 24   |
|      | S-25 |      |      |      |
| 27   | 28   |      |      |      |

27 - Snow Makeup day VEA=19  
or Mid-Winter Break Std=19

MARCH, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      | S-26 | S-27 | S-28 |
|      |      | 1    | 2    | 3    |
| S-29 | S-30 | S-31 | S-32 | S-33 |
| 6    | 7    | 8    | 9    | 10   |
| S-34 | S-35 | S-36 | S-37 | S-38 |
| 13   | 14   | 15   | 16   | 17   |
| S-39 | S-40 | S-41 | S-42 |      |
| 20   | 21   | 22   | 23   | 24   |
| S-1  | S-2  | S-3  | S-4  |      |
| 27   | 28   | 29   | 30   | 31   |

23 - 1/2 day HS exams VEA=22  
Std=21  
24 - No Students /TR or PD  
24 - End of 3rd Marking Period  
31 - No School-Conf. Comp Day

APRIL, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      |      |      |      |
| 3    | 4    | 5    | 6    | 7    |
| S-5  | S-6  | S-7  | S-8  | S-9  |
| 10   | 11   | 12   | 13   | 14   |
| S-10 | S-11 | S-12 | S-13 | S-14 |
| 17   | 18   | 19   | 20   | 21   |
| S-15 | S-16 | S-17 | S-18 | S-19 |
| 24   | 25   | 26   | 27   | 28   |
|      |      |      |      |      |

3-7 - Spring Break VEA=15  
Std=15

MAY, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
| S-20 | S-21 | S-22 | S-23 | S-24 |
| 1    | 2    | 3    | 4    | 5    |
| S-25 | S-26 | S-27 | S-28 | S-29 |
| 8    | 9    | 10   | 11   | 12   |
| S-30 | S-31 | S-32 | S-33 | S-34 |
| 15   | 16   | 17   | 18   | 19   |
| S-35 | S-36 | S-37 | S-38 | S-39 |
| 22   | 23   | 24   | 25   | 26   |
|      | S-40 | S-41 |      |      |
| 29   | 30   | 31   |      |      |

29 - Memorial Day (Observed)- VEA=22  
No School Std=22

June, 2006

| M    | T    | W    | Th   | F    |
|------|------|------|------|------|
|      |      |      | S-42 | S-43 |
|      |      |      | 1    | 2    |
| S-44 | S-45 | S-46 | S-47 | S-48 |
| 5    | 6    | 7    | 8    | 9    |
|      |      |      |      |      |
| 12   | 11   | 12   | 13   | 14   |
|      |      |      |      |      |
| 19   | 20   | 21   | 22   | 23   |
|      |      |      |      |      |
| 26   | 27   | 28   | 29   | 30   |

9 - Students AM/TR PM VEA=7  
Std=7

| DATE                          | PURPOSE                              | ADD'L TEACHER DAYS | STUDENT DAYS |
|-------------------------------|--------------------------------------|--------------------|--------------|
| Aug. 24,25                    | PD                                   | 2.0                |              |
| Aug. 26                       | (teachers work in rooms in a.m.)     | 0.5                |              |
| Aug. 29 - Sept. 1             | School                               |                    | 4.0          |
| Sept. 2-5                     | Labor Day Holiday                    |                    |              |
| Sept. 6 - Oct. 27             | School                               |                    | 38.0         |
| Oct. 28                       | No Students, 1/2 TR / 1/2 PD         | 1.0                |              |
| Oct. 31 - Nov. 10             | School                               |                    | 9.0          |
| Nov. 11                       | No School (Conf. Comp. Day)          |                    |              |
| Nov. 14 - 23                  | School                               |                    | 8.0          |
| Nov. 24, 25                   | No School (Thanksgiving Break)       |                    |              |
| Nov. 28 - Dec. 16             | School                               |                    | 15.0         |
| Dec. 19 - Jan. 2              | No School (Holiday Break)            |                    |              |
| Jan 3 - 20                    | School                               |                    | 12.0         |
| Jan. 19, 20                   | School (HS Students 1/2 day - exams) |                    | 2.0          |
| Jan. 23                       | Records Day                          | 1.0                |              |
|                               | 2, 3-hr Evenings P/T Conf (6 hrs)    | 1.0                |              |
|                               | 2, 3-hr Evenings PD (6 hrs)          | 1.0                |              |
|                               | or 1- 6 hr summer day                |                    |              |
| <b>1st SEMESTER TOTALS</b>    |                                      | <b>6.5</b>         | <b>88.0</b>  |
| Jan. 24 - Feb. 24             | School                               |                    | 24.0         |
| Feb. 27                       | Snow Make-up Day or Midwinter Break  |                    |              |
| Feb. 28 - March 23            | School                               |                    | 18.0         |
| March 24                      | No Students, 1/2 TR / 1/2 PD         | 1.0                |              |
| March 27-30                   | School                               |                    | 4.0          |
| March 31                      | No School (Conf. Comp Day)           |                    |              |
| April 3-7                     | No School (Spring Break)             |                    |              |
| April 10 - May 26             | School                               |                    | 35.0         |
| May 29                        | No School (Memorial Day)             |                    |              |
| May 30 - June 8               | School                               |                    | 8.0          |
| June 9                        | School ( 1/2 day students, HS exams) |                    | 1.0          |
|                               | 2, 3-hr Evenings P/T Conf (6 hrs)    | 1.0                |              |
|                               | 2, 3-hr Evenings PD (6 hrs)          | 1.0                |              |
|                               | or 1 6-hr Summer day                 |                    |              |
| <b>2nd SEMESTER TOTALS</b>    |                                      | <b>3.0</b>         | <b>90.0</b>  |
| <b>2005-2006 YEAR TOTALS</b>  |                                      | <b>9.5</b>         | <b>178.0</b> |
| <b>TOTAL VEA DAYS</b>         |                                      | <b>187.5</b>       |              |
| PD = Professional Development |                                      |                    |              |
| TR = Teacher Records          |                                      |                    |              |
| TWD = Teacher Workday         |                                      |                    |              |
| Revised 5/25/05               |                                      |                    |              |

**ADDENDUM TO  
LABOR AGREEMENT  
OF 2001-2005**

**CONTRACT EXTENSION  
ON  
THE LABOR AGREEMENT  
OF  
2001-2005,  
COVERING THE PERIOD  
OF  
2004-2008**

**Between**

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

**and**

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

# AGREEMENT

Board of Education, Vicksburg Community Schools

with

Kalamazoo County Education Association -Vicksburg Education Association

THIS AGREEMENT entered into and extended on this 27<sup>th</sup> Day of May, 2004 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

- 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 27th Day of May, 2004, and shall remain in full force and effect until the 30th Day of June, 2008, and from year to year thereafter, unless either party hereto serves written notice upon the other on or before the first day of April, 2008, 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

  
 \_\_\_\_\_  
 Alice Hammond, VEA Chief Negotiator  
 and President

BOARD OF EDUCATION

  
 \_\_\_\_\_  
 Patricia Reeves, Superintendent

**PREAMBLE FOR ECONOMIC PROVISIONS**

The Board and VEA agree to a three-year contract extension covering the 2004-05, 2005-06, 2006-07 and 2007-08 academic years as per the following terms:

- A. The economic provisions for the duration of the negotiated settlement will be as follows:
1. Changes in compensation (salary and benefits) economic benefits will continue to be calculated annually based on the amended VCS/VEA Total Compensation Formula with the following additional provisions:
    - a. The Board will retroactively reinstate step increases for the 2003-04 school year for a total of \$169,437.
    - b. The Board will cover the FICA and Retirement increases for 2003-04 that accompany the payment of steps.
    - c. Page 34 of the contract will be amended to pay steps outside of the Total Compensation Formula calculations for the remaining years of the extended contract.
  2. The Board will add a new step increment (step 13 for the BA+20 schedule and step 14 for the MA and MA+15 schedules) in the amount of \$1,000. The net effect will be to provide each veteran VEA member, who would not receive a step increase for 2003-04, a salary increase in the range of 1,000 to 1,050, depending on where they fall in the longevity schedule. As with the Board's offer to pay the regular step increase plus FICA and Retirement for 2003-04, this new increment increase would be paid out retroactively for 2003-04; then it would accrue to the new salary calculations going forward.
  3. The VEA and Board/Administration Bargaining Teams will continue to review salary schedule options annually to maintain the most advantageous salary/benefit framework possible within the available compensation pool. In so doing, the priorities will be to attract and retain quality teachers and provide incentives for professional growth.
- B. Over the term of this settlement, the VEA and Board/Administration Bargaining Teams will aggressively pursue cost containment measures for health insurance with the goal of maintaining generally comparable coverage at the most advantageous expense to the pool.
- C. The VEA and Board/Administration Bargaining Teams will establish a work plan and schedule appropriate to provide VEA staff with as much predictability and early notification of pertinent salary and benefit information as possible for subsequent contract years.

- D. The Board/Administration and VEA Bargaining Teams will develop a mutually agreeable communications plan for the terms of the settlement.
- E. To the best of their ability, the Board and Administration will continue to manage prorations and deficit funding in ways to minimize detrimental impact to the members of the VEA.
- F. As noted in Article 13, the Board, Administration, and VEA will continue to consult, collaborate, and pursue creative solutions to fiscal challenges and take advantage of opportunities to adapt this agreement for mutual benefit and per mutual consent.



**PREAMBLE FOR APPENDICES A, B, C, & D  
TOTAL COMPENSATION CALCULATIONS & SALARY SCHEDULES  
2004-2005, 2005-2006, 2006-2007, and 2007-2008- School Years**

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

- A. 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.
- B. 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.

- C. The compensation pool increase will be allocated in the following order:
  1. Any percentage increase/decrease in the MPERS (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.
  2. Any percentage increase/decrease in the FICA (Social Security and Medicare) 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.
  3. 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. Any adjustments to Appendix D payment rates made by the VEA will be deducted from the compensation pool increase for that year.
- E. Any losses from previous year State Aid (prorations, executive order cuts, etc.) will be deducted from the Compensation Pool increase.
- F. After the above deductions have been made from the compensation pool increase,

all remaining funds will be applied to Appendices A and B excluding step increases, which will be paid outside of the Total Compensation Formula.

- G. The final Per Pupil Foundation Grant for each contract year will be determined when the State Aid Bill for that year is signed into law and takes effect.

The parties mutually agree that, should a question arise regarding the application of the formula, the District's Independent Audit firm will be consulted for verification of figures used to compute the formula.

## APPENDIX A 2003-2004

## SALARY SCHEDULES FOR TEACHERS

- A. SALARY SCHEDULES.** The following salary schedules were derived from the Calculation of the Total Compensation Formula for 2003-2004 and will be applied to each VEA employee as per their approval placement within the schedule.

| BA |          |
|----|----------|
| 1  | \$29,600 |
| 2  | \$30,932 |
| 3  | \$32,264 |
| 4  | \$33,596 |
| 5  | \$34,928 |
| 6  | \$36,260 |
| 7  | \$37,592 |
| 8  | \$0      |
| 9  | \$0      |
| 10 | \$0      |
| 11 | \$0      |
| 12 | \$0      |

| BA+20 |          |
|-------|----------|
| 1     | \$30,192 |
| 2     | \$31,672 |
| 3     | \$33,152 |
| 4     | \$34,632 |
| 5     | \$36,112 |
| 6     | \$37,592 |
| 7     | \$39,072 |
| 8     | \$40,700 |
| 9     | \$42,328 |
| 10    | \$43,956 |
| 11    | \$45,584 |
| 12    | \$47,212 |
| *16   | \$48,156 |
| *21   | \$48,628 |
| *26   | \$49,573 |

| MA  |          |
|-----|----------|
| 1   | \$31,376 |
| 2   | \$33,004 |
| 3   | \$34,632 |
| 4   | \$36,260 |
| 5   | \$37,888 |
| 6   | \$39,664 |
| 7   | \$41,440 |
| 8   | \$43,305 |
| 9   | \$45,170 |
| 10  | \$47,271 |
| 11  | \$49,373 |
| 12  | \$51,741 |
| 13  | \$54,109 |
| *16 | \$55,191 |
| *21 | \$55,732 |
| *26 | \$56,814 |

| MA+15 |          |
|-------|----------|
| 1     | \$31,968 |
| 2     | \$33,744 |
| 3     | \$35,520 |
| 4     | \$37,296 |
| 5     | \$39,072 |
| 6     | \$40,848 |
| 7     | \$42,624 |
| 8     | \$44,548 |
| 9     | \$46,472 |
| 10    | \$48,692 |
| 11    | \$50,912 |
| 12    | \$53,428 |
| 13    | \$55,944 |
| *16   | \$57,063 |
| *21   | \$57,622 |
| *26   | \$58,741 |

\*See Section B, Page 36

**APPENDIX A 2003-2004**  
 (NOTE ADDED TO CONTRACT FOR 2004-2005 AS PER AGREEMENT)  
**SALARY SCHEDULES FOR TEACHERS**

**A. SALARY SCHEDULES:**

| <b>BA</b> |          |
|-----------|----------|
| 1         | \$29,600 |
| 2         | \$30,932 |
| 3         | \$32,264 |
| 4         | \$33,596 |
| 5         | \$34,928 |
| 6         | \$36,260 |
| 7         | \$37,592 |

| <b>BA+20</b> |          |
|--------------|----------|
| 1            | \$30,192 |
| 2            | \$31,672 |
| 3            | \$33,152 |
| 4            | \$34,632 |
| 5            | \$36,112 |
| 6            | \$37,592 |
| 7            | \$39,072 |
| 8            | \$40,700 |
| 9            | \$42,328 |
| 10           | \$43,956 |
| 11           | \$45,584 |
| 12           | \$47,212 |
| 13           | \$48,212 |
| 16           | \$49,176 |
| 21           | \$49,658 |
| 26           | \$50,623 |

| <b>MA</b> |          |
|-----------|----------|
| 1         | \$31,376 |
| 2         | \$33,004 |
| 3         | \$34,632 |
| 4         | \$36,260 |
| 5         | \$37,888 |
| 6         | \$39,664 |
| 7         | \$41,440 |
| 8         | \$43,305 |
| 9         | \$45,170 |
| 10        | \$47,271 |
| 11        | \$49,373 |
| 12        | \$51,741 |
| 13        | \$54,109 |
| 14        | \$55,109 |
| 16        | \$56,211 |
| 21        | \$56,762 |
| 26        | \$57,864 |

| <b>MA+15</b> |          |
|--------------|----------|
| 1            | \$31,968 |
| 2            | \$33,744 |
| 3            | \$35,520 |
| 4            | \$37,296 |
| 5            | \$39,072 |
| 6            | \$40,848 |
| 7            | \$42,624 |
| 8            | \$44,548 |
| 9            | \$46,472 |
| 10           | \$48,692 |
| 11           | \$50,912 |
| 12           | \$53,428 |
| 13           | \$55,944 |
| 14           | \$56,944 |
| 16           | \$58,083 |
| 21           | \$58,652 |
| 26           | \$59,791 |

# VEA Sub Reduction Agreement

## Preface

Over the past few years, we have become acclimated to a system of using substitute teachers in order to free up teachers to get the bulk of our school improvement, curriculum improvement and professional development work done. Had we not reined in the use of subs in January, we would have spent approximately \$125,000 in 2002-2003 for this work alone.

While we will certainly need to continue to use subs in some cases, our current budget crisis forces us to acknowledge that over reliance on sub-based release time is too expensive to continue, even though that work must be done. We must, therefore, better and more fully utilize resources available to us, including exercising the provision which currently exists in the contract for four (4) or more hours per month of meetings beyond the normal curriculum and school improvement obligations.

Significant work must be accomplished. No Child Left Behind (NCLB) mandates the documentation of student achievement in core areas, with the total population and significant subgroups all required to meet increasingly higher targets. Education YES! specifies that districts should have in place common grade level/course assessments aligned with K-12 state standards, collect data on student achievement in core areas, and use data to adjust classroom instruction. The new NCA "Transitions" stage requires that schools credential individual student performance in core areas and student readiness for post-secondary schooling and work.

## Agreement

It is hereby agreed between the Board of Education of the Vicksburg Community Schools (the District) and the Vicksburg Education Association (the Association) that:

In order to accomplish curriculum refinement and alignment, assessment development and analysis, and improvement of instruction, while reducing sub costs, it will be necessary to maximize the use of professional, non-instructional time as described below. Key features described in the Contract and in the Guide for Instructional Improvement regarding curriculum and school improvement meetings will be maintained, while introducing greater flexibility in the types and purpose of meetings. Key provisions shall include:

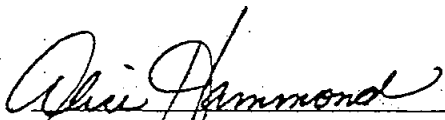
- 1) Regular third Wednesday meetings for grade level/building department/K-12 departments and Elementary/Secondary curriculum committees/K-12 departments will continue as in the past.


- 2) Staff meetings will typically be limited to two per month, and within the normal workday. If such meetings are to exceed those parameters, it will be for the purpose of working on pre-approved district or building school improvement goals.
- 3) The amount of time remaining from four (4) hours per month (unless the principal deems unusual circumstances mandate additional time) not used by regular staff meetings, will be apportioned to NCA or other school improvement work, and to other sub-group or committee meetings to accomplish approved work targets, and data and instructional analysis. Such time shall be scheduled, with the approval of the principal and committee chair, outside of instructional time, both within and outside of regular work hours.
- 4) Each teacher shall keep a log of his or her own meeting times, which will be submitted to his or her principal for approval and awarding of no more than two (2) hours per month Comp Time for attending curriculum meetings beyond regular work time. Comp Time use and carry over shall be in accord with the provisions of Article Five, Section A, 2 of the contract.
- 5) Excused absences from scheduled meetings and work sessions for illness the day of the meeting or for an approved coaching conflict will be accompanied by an assignment of a specific work task.

In recognition of the efforts of the membership to contain sub-costs by committing to accomplish specific curriculum and school improvement tasks outside of student contact hours, the Board agrees to the following:

Increase the Board subsidies for Health Insurance premiums (see attached) to underwrite the increase in MESSA rates for 2003-04, beginning July 1, 2003. Teachers will, therefore, not be subject to increased payroll deductions for their Monthly Health Insurance premium for 2003-04. This is a one-time adjustment in Board subsidies for Health Insurance premiums outside of the total compensation formula in exchange for VEA members commitment to substitute cost savings as per the above plan. This adjustment to total Board paid Health Insurance subsidies will, however, accrue to the compensation pool.

This Agreement shall become effective upon signing by the Parties.

  
 Alice Hammond, Chief Bargainer  
 Vicksburg Education Association (VEA)

  
 Patricia Reeves, Superintendent  
 Vicksburg Community Schools

6/4/03  
 Date

6/4/03  
 Date

**LETTER OF AGREEMENT**  
**Between**  
**The Vicksburg Community Schools**  
**And**  
**The Vicksburg Education Association**

It is hereby agreed by and between the Vicksburg Community Schools Board of Education and the Vicksburg Education Association (VEA/KCEA) that the current negotiated Labor Agreement for the period of 2001-2005 shall be amended for the purpose of contract maintenance as follows:

I. ARTICLE TWO (2) – ASSOCIATION/TEACHER RIGHTS: SECTION C – PROFESSIONAL DUES AND PAYROLL DEDUCTIONS

This section shall be amended to reflect the withholding of Association dues over twenty-two (22) rather than eighteen (18) pays, with 1/22 of the total annual VEA dues to be deducted from each member's paycheck beginning with the first pay period of the contract year.

II. APPENDIX A: HORIZONTAL ADVANCEMENT ON SALARY SCHEDULE

A. ADD NEW - SECTION B: TIMELINES

Teachers must follow the timelines below to advance horizontally on the salary schedule:

1. For changes to take effect at the beginning of a new school year, notify Human Resources by June 1 of the previous school year that the requirements for horizontal advancement will be completed before the first day of the new school year.
2. For changes to take effect at the beginning of the second semester in a school year, notify Human Resources by September 1 of the same school year that the requirements for horizontal advancement will be completed before the first day of the second semester.

B. Reletter SECTION B – PROCEDURES, as SECTION C; reletter SECTION C – GRANDFATHER PROVISIONS, as SECTION D

III. SCHEDULE B – SALARY SCHEDULE FOR EXTRA ASSIGNMENTS

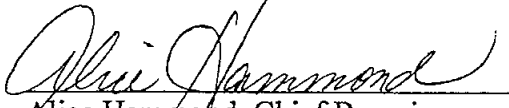
Make the following adjustments to pay classifications:

- A. Move M.S. YEARBOOK ADVISOR to same pay classification as ELEMENTARY STUDENT COUNCIL ADVISOR
- B. Add M.S. F.F.A. ADVISOR at the same pay classification as ELEMENTARY STUDENT COUNCIL ADVISOR


C. Change existing entry for "F.F.A." to H.S. F.F.A.

It is hereby agreed also that the above amendments I-III shall take effect with the 2003-04 school year.

This Agreement shall become effective upon signing by the Parties.

  
\_\_\_\_\_  
Alice Hammond, Chief Bargainer  
Vicksburg Education Association (VEA)

7/20/04  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Patricia Reeves, Superintendent  
Vicksburg Community Schools

7/20/04  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Kalamazoo County Education Association  
(KCEA)

\_\_\_\_\_  
Date



**LETTER OF AGREEMENT**  
**Between**  
**The Vicksburg Community Schools**  
**And**  
**The Vicksburg Education Association**

It is hereby agreed between the Board of Education of The Vicksburg Community Schools (The District) and the Vicksburg Education Association VEA/KCEA (The Association) that:

The Total Compensation Calculations, as defined in the Contract Extension on the Labor Agreement of 2001-2005, Covering the Period of 2004-2008 shall be modified as follows for the 2005-2006 contract year:

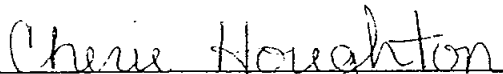
1. The amount of Board subsidy for health insurance shall remain unchanged for the 2005-2006 school year. See attached health insurance premium schedule.
2. The increased cost resulting from the MPSERS retirement rate increase from 14.87% to 16.34% shall not be deducted from the compensation pool increase, and this amount shall accrue to the compensation pool for future years.

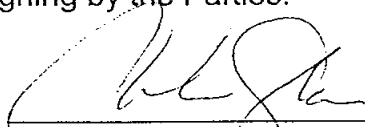
It is understood that the Board of Education has absorbed all increases in the retirement rate above 12.99%. Therefore, the Board shall reserve the right to retain any savings generated from possible future reductions in the retirement rate, but only to the extent that the rate is reduced to 12.99%. Reductions below this rate would be reallocated to other components of compensation. For example, if the 2006-2007 retirement rate is reduced from 16.34% to 15.00%, the resulting savings shall not be reallocated to other forms of compensation. If the retirement rate is reduced to 12.00%, the savings resulting from the difference between 12.99% and 12.00% shall be allocated to other forms of compensation.

3. The Board of Education shall allocate additional funds as necessary to provide for a 4.0% increase to all steps on the salary schedule.
4. The Board shall add the following steps to the 2005-2006 salary schedule: BA+20 Step 14 (\$51,140); MA Step 15 (\$58,313); MA+15 Step 15 (\$60,222), in order to further eliminate the gap between reaching the top step of the schedule and the onset of longevity.
5. The Schedule B Coaching Stipends shall be increased by 10%. This increase shall not be deducted from the compensation pool increase, and this amount shall accrue to the compensation pool for future years.

It is understood by both parties that this modification to the total compensation calculations is a one-time, non-precedent setting adjustment. Copies of the revised total compensation formula, health insurance premium schedule, salary schedule, and Schedule B coaching stipends are attached to this agreement.

This Agreement shall become effective upon signing by the Parties.

  
\_\_\_\_\_  
Cherie Houghton, Chief Bargainer  
Vicksburg Education Association (VEA)

  
\_\_\_\_\_  
Charles Glaes, Superintendent  
Vicksburg Community Schools

9/26/05  
Date

9/26/05  
Date

**VEA**  
**Total Compensation Calculation**  
**2005-2006 School Year**

|   | <u>Contract</u>   | <u>Proposed</u>   |
|---|-------------------|-------------------|
| <b>A. Determine increase in foundation allowance:</b>   |                   |                   |
| 2005-2006   | 6,875             |                   |
| 2004-2005   | 6,700             |                   |
|   | =                 |                   |
|   | 2.61%             | 2.61%             |
| <b>B. Multiply increase by direct and indirect compensation base:</b>   |                   |                   |
| <b>Direct compensation base:</b>  |                   |                   |
| Schedule A salaries   | \$ 8,157,638      | \$ 8,157,638      |
| Schedule B salaries   | 191,766           | 191,766           |
| Schedule D payments   | 59,561            | 59,561            |
|   | <hr/>             | <hr/>             |
| Total direct comp base  | 8,408,965         | 8,408,965         |
| <b>Indirect compensation base:</b>  |                   |                   |
| Health insurance  | 1,099,022         | 1,099,022         |
| Dental insurance  | 121,457           | 121,457           |
| Vision insurance  | 42,872            | 42,872            |
| Cash in lieu of health  | 80,283            | 80,283            |
|   | <hr/>             | <hr/>             |
| Total indirect comp base  | 1,343,634         | 1,343,634         |
|   | <hr/>             | <hr/>             |
| Compensation pool   | 9,752,599         | 9,752,599         |
| Multiply by increase  | 2.61%             | 2.61%             |
|   | <hr/>             | <hr/>             |
| <b>Increase to pool for 2005-2006</b>   | <b>\$ 254,543</b> | <b>\$ 254,543</b> |
| <b>C. Allocation of increase:</b>   |                   |                   |
| 1. Change in MPSERS rate (1.47%)  | (122,736)         | -                 |
| 2. Change in FICA rate  | -                 | -                 |
| 3. Increase in health insurance premiums  | (228,210)         | -                 |
| <b>D. Adjustments to Appendix D payments</b>  | -                 | -                 |
| <b>E. Losses of prior year state aid</b> (Note: district absorbed losses of \$96,595 and \$93,995 for the 02-03 and 03-04 prorations, respectively) | -                 | -                 |
| <b>F. Amount to be allocated to Schedule A</b>  | \$ (96,403)       | \$ 254,543        |
| <b>Additional allocation to Schedule A</b>  | -                 | 71,632            |
|   | <hr/>             | <hr/>             |
| <b>Total allocation to Schedule A</b>   | (96,403)          | 326,175           |
| <b>% Increase (decrease) across the board</b>   | -1.18%            | 4.00%             |
| <b>Additional allocation to Schedule B</b>  | -                 | 19,177            |
| <b>% Increase (decrease) to schedule B</b>  | 0.00%             | 10.00%            |

**APPENDIX B**  
**SALARY SCHEDULE FOR ATHLETIC EXTRA DUTY POSITIONS**  
**2005-06**

| POSITION                          | YEARS OF ACTIVITY EXPERIENCE |          |          |          |
|-----------------------------------|------------------------------|----------|----------|----------|
|                                   | 0                            | 1        | 2        | 3        |
| HEAD HS BASKETBALL                | \$ 4,473                     | \$ 5,058 | \$ 5,311 | \$ 5,577 |
| HEAD HS FOOTBALL                  |                              |          |          |          |
| HEAD HS VOLLEYBALL                |                              |          |          |          |
| HEAD HS WRESTLING                 |                              |          |          |          |
| MS ATHLETIC COORDINATOR           |                              |          |          |          |
| HEAD HS BASEBALL                  | \$ 3,099                     | \$ 3,872 | \$ 4,067 | \$ 4,268 |
| HEAD HS COMPETITIVE CHEERLEADING  |                              |          |          |          |
| HEAD HS CROSS COUNTRY             |                              |          |          |          |
| HEAD HS GOLF                      |                              |          |          |          |
| HEAD HS SOCCER                    |                              |          |          |          |
| HEAD HS SOFTBALL                  |                              |          |          |          |
| HEAD HS TENNIS                    |                              |          |          |          |
| HEAD HS TRACK                     |                              |          |          |          |
| JV HS BASEBALL                    | \$ 2,407                     | \$ 2,805 | \$ 3,015 | \$ 3,238 |
| JV HS BASKETBALL                  |                              |          |          |          |
| FRESHMEN BASKETBALL               |                              |          |          |          |
| JV HS COMPETITIVE CHEERLEADING    |                              |          |          |          |
| FRESHMEN COMPETITIVE CHEERLEADING |                              |          |          |          |
| VAR SIDELINE CHEERLEADING         |                              |          |          |          |
| ASST. HS CROSS COUNTRY            |                              |          |          |          |
| ASST. HS FOOTBALL                 |                              |          |          |          |
| JV FOOTBALL                       |                              |          |          |          |
| FRESHMEN FOOTBALL                 |                              |          |          |          |
| JV HS SOCCER                      |                              |          |          |          |
| JV HS SOFTBALL                    |                              |          |          |          |
| JV HS TENNIS                      |                              |          |          |          |
| ASST. HS TRACK                    |                              |          |          |          |
| JV HS VOLLEYBALL                  |                              |          |          |          |
| FRESHMEN VOLLEYBALL               |                              |          |          |          |
| ASST. HS WRESTLING                |                              |          |          |          |
| INTRAMURAL COORDINATOR            |                              |          |          |          |
| 7TH/8TH GRADE BASKETBALL          | \$ 1,740                     | \$ 1,856 | \$ 2,080 | \$ 2,306 |
| FRESHMEN/JV SIDELINE CHEERLEADING |                              |          |          |          |
| MS CROSS COUNTRY                  |                              |          |          |          |
| MS TRACK                          |                              |          |          |          |
| 7TH/8TH GRADE VOLLEYBALL          |                              |          |          |          |
| MS WRESTLING                      |                              |          |          |          |
| ASSISTANT VARSITY BASKETBALL      | \$ 550                       | \$ 550   | \$ 550   | \$ 550   |
| MS/HS MEET MANAGER                | \$50 per event               |          |          |          |

-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 shorted season will be prorated weekly against the longer

-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.

**VCS**  
**VEA Salary Scale**  
**2004-2005 Actual and 2005-2006 Proposed**

| <u>BA</u> |           |           | Increase<br>including<br>step | <u>BA+20</u> |           |           | Increase<br>including<br>step |
|-----------|-----------|-----------|-------------------------------|--------------|-----------|-----------|-------------------------------|
| 2004-2005 | 2005-2006 |           |                               | 2004-2005    | 2005-2006 |           |                               |
| 1         | \$ 29,600 | \$ 30,784 |                               | 1            | \$ 30,192 | \$ 31,400 |                               |
| 2         | 30,932    | 32,169    | 8.7%                          | 2            | 31,672    | 32,939    | 9.1%                          |
| 3         | 32,264    | 33,555    | 8.5%                          | 3            | 33,152    | 34,478    | 8.9%                          |
| 4         | 33,596    | 34,940    | 8.3%                          | 4            | 34,632    | 36,017    | 8.6%                          |
| 5         | 34,928    | 36,325    | 8.1%                          | 5            | 36,112    | 37,556    | 8.4%                          |
| 6         | 36,260    | 37,710    | 8.0%                          | 6            | 37,592    | 39,096    | 8.3%                          |
| 7         | 37,592    | 39,096    | 7.8%                          | 7            | 39,072    | 40,635    | 8.1%                          |
|           |           |           |                               | 8            | 40,700    | 42,328    | 8.3%                          |
|           |           |           |                               | 9            | 42,328    | 44,021    | 8.2%                          |
|           |           |           |                               | 10           | 43,956    | 45,714    | 8.0%                          |
|           |           |           |                               | 11           | 45,584    | 47,407    | 7.9%                          |
|           |           |           |                               | 12           | 47,212    | 49,100    | 7.7%                          |
|           |           |           |                               | 13           | 48,212    | 50,140    | 6.2%                          |
|           |           |           |                               | 14           | N/A       | 51,140    | 6.1%                          |
|           |           |           |                               | 16           | 49,176    | 52,163    | 8.2%                          |
|           |           |           |                               | 21           | 49,658    | 52,674    | 7.1%                          |
|           |           |           |                               | 26           | 50,623    | 53,697    | 8.1%                          |

| <u>MA</u> |           |           | Increase<br>including<br>step | <u>MA+15</u> |           |           | Increase<br>including<br>step |
|-----------|-----------|-----------|-------------------------------|--------------|-----------|-----------|-------------------------------|
| 2004-2005 | 2005-2006 |           |                               | 2004-2005    | 2005-2006 |           |                               |
| 1         | \$ 31,376 | \$ 32,631 |                               | 1            | \$ 31,968 | \$ 33,247 |                               |
| 2         | 33,004    | 34,324    | 9.4%                          | 2            | 33,744    | 35,094    | 9.8%                          |
| 3         | 34,632    | 36,017    | 9.1%                          | 3            | 35,520    | 36,941    | 9.5%                          |
| 4         | 36,260    | 37,710    | 8.9%                          | 4            | 37,296    | 38,788    | 9.2%                          |
| 5         | 37,888    | 39,404    | 8.7%                          | 5            | 39,072    | 40,635    | 9.0%                          |
| 6         | 39,664    | 41,251    | 8.9%                          | 6            | 40,848    | 42,482    | 8.7%                          |
| 7         | 41,440    | 43,098    | 8.7%                          | 7            | 42,624    | 44,329    | 8.5%                          |
| 8         | 43,305    | 45,037    | 8.7%                          | 8            | 44,548    | 46,330    | 8.7%                          |
| 9         | 45,170    | 46,977    | 8.5%                          | 9            | 46,472    | 48,331    | 8.5%                          |
| 10        | 47,271    | 49,162    | 8.8%                          | 10           | 48,692    | 50,640    | 9.0%                          |
| 11        | 49,373    | 51,348    | 8.6%                          | 11           | 50,912    | 52,948    | 8.7%                          |
| 12        | 51,741    | 53,811    | 9.0%                          | 12           | 53,428    | 55,565    | 9.1%                          |
| 13        | 54,109    | 56,273    | 8.8%                          | 13           | 55,944    | 58,182    | 8.9%                          |
| 14        | 55,109    | 57,313    | 5.9%                          | 14           | 56,944    | 59,222    | 5.9%                          |
| 15        | N/A       | 58,313    | 5.8%                          | 15           | N/A       | 60,222    | 5.8%                          |
| 16        | 56,211    | 59,479    | 7.9%                          | 16           | 58,083    | 61,426    | 7.9%                          |
| 21        | 56,762    | 60,062    | 6.9%                          | 21           | 58,652    | 62,029    | 6.8%                          |
| 26        | 57,864    | 61,229    | 7.9%                          | 26           | 59,791    | 63,233    | 7.8%                          |

Assumes 4% across all lanes and steps, and the additions of Step 14 in the BA+20 scale and step 15 in the MA and MA+15 scales

## VEA INSURANCE 2005-2006

The following is the actual cost/subsidy for health insurance coverage for the 2005-2006 year, effective July 1, 2005 for MESSA health insurance premiums and August 24, 2005 for cash in lieu.

### MESSA SUPERCARE 1

| Classification | Subsidy per Month | MESSA Monthly Premium | Employee Cost per Month. | 26-Pay Deduction |
|----------------|-------------------|-----------------------|--------------------------|------------------|
| Full Family    | \$782.36          | \$1,230.88            | \$448.52                 | \$207.01         |
| 2 Person       | \$707.29          | \$1,112.71            | \$405.42                 | \$187.12         |
| Self           | \$315.94          | \$496.59              | \$180.65                 | \$83.38          |
| Cash in Lieu   | \$250.00          |                       |                          |                  |

### MESSA CHOICES II

| Classification | Subsidy per Month | MESSA Monthly Premium | Employee Cost per Month. | 26-Pay Deduction |
|----------------|-------------------|-----------------------|--------------------------|------------------|
| Full Family    | \$782.36          | \$1,139.16            | \$356.80                 | \$164.68         |
| 2 Person       | \$707.29          | \$1,029.66            | \$322.37                 | \$148.79         |
| Self           | \$315.94          | \$459.73              | \$143.79                 | \$66.37          |
| Cash in Lieu   | \$250.00          |                       |                          |                  |

Note: All monetary figures referenced in this memo are for full time employees; part-time employees receive a pro-rated subsidy based on their normal work schedule.

**LETTER OF AGREEMENT**  
between  
**Vicksburg Community Schools**  
and  
**Vicksburg Education Association**

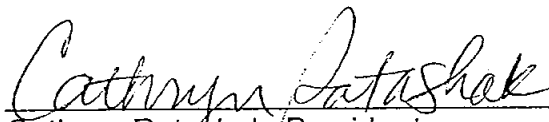
**Regarding Schedule B Salary Schedule for Extra Assignments**

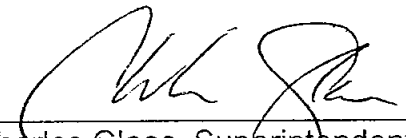
It is hereby agreed between the Board of Education of the Vicksburg Community Schools (the District) and the Vicksburg Education Association (the Association) that:

The Total Compensation Calculation, as defined in the Contract Extension of the Contract Extension of the Labor Agreement of 2001-2005, Covering the Period of 2004-2008, and as previously modified in the Letter of Agreement of September 26, 2005, shall be further modified as follows for the 2005-2006 contract year:

The Schedule B Salary Schedule for Extra Assignments shall be increased by 10%. This increase shall not be deducted from the compensation pool increase, and this amount shall accrue to the compensation pool for future years.

It is understood by both parties that this modification to the total compensation calculations is a one-time, non-precedent setting adjustment. A copy of the revised Schedule B Extra Assignment is attached to this agreement.

  
\_\_\_\_\_  
Cathryn Ratashak, President  
Vicksburg Education Association (VEA)

  
\_\_\_\_\_  
Charles Glaes, Superintendent  
Vicksburg Community Schools (VCS)

5/23/06  
Date

5/23/06  
Date

**APPENDIX B**  
**SALARY SCHEDULE FOR EXTRA ASSIGNMENTS**  
**2005-06**

| POSITION  | YEARS OF ACTIVITY EXPERIENCE |          |          |          |
|---|------------------------------|----------|----------|----------|
|   | 0                            | 1        | 2        | 3        |
| HS BAND DIRECTOR  | \$ 4,121                     | \$ 4,473 | \$ 4,703 | \$ 4,927 |
| HS VOCAL  | \$ 3,093                     | \$ 3,406 | \$ 3,715 | \$ 4,018 |
| HS BOOKSTORE  | \$ 2,407                     | \$ 2,493 | \$ 2,581 | \$ 2,664 |
| MS BAND DIRECTOR  | \$ 2,063                     | \$ 2,270 | \$ 2,476 | \$ 2,679 |
| HS MUSICAL<br>ORCHESTRA DIRECTOR<br>MS VOCAL  |                              |          |          |          |
| DRAMATICS COACH (When not part of class)<br>DEBATE/FORENSICS COACH (When not part of class)<br>HS STUDENT COUNCIL ADVISOR<br>HS YEARBOOK ADVISOR<br>NHS ADVISOR | \$ 1,978                     | \$ 2,063 | \$ 2,147 | \$ 2,232 |
| FFAVICA/BPA ADVISOR   | \$ 1,957                     | \$ 2,153 | \$ 2,347 | \$ 2,539 |
| MS STUDENT COUNCIL ADVISOR  | \$ 1,483                     | \$ 1,547 | \$ 1,612 | \$ 1,675 |
| ELEM STUDENT COUNCIL ADVISOR<br>FFA ADVISOR<br>MS YEARBOOK ADVISOR  | \$ 941                       | \$ 1,030 | \$ 1,113 | \$ 1,194 |
| ELEMENTARY YEARBOOK ADVISOR   | \$ 471                       | \$ 512   | \$ 556   | \$ 597   |
| STUDENT PUBLICATION (When not part of class)  | \$ 151                       | \$ 176   | \$ 189   | \$ 202   |

|                                  | RATES PER YEAR                        |
|----------------------------------|---------------------------------------|
| JUNIOR CLASS ADVISOR (2 MAXIMUM) | \$ 602                                |
| SENIOR CLASS ADVISOR (2 MAXIMUM) | \$ 652                                |
| SCHOOL IMPROVEMENT CHAIR         | \$ 652                                |
| DEPT/CURR. CHAIR                 | \$ 652                                |
| HS TESTING COORDINATOR           | \$ 652                                |
| DEPT/CURR. SECRETARIES           | \$ 84                                 |
| NEW TEACHER MENTORS              | *AS PER BOARD APPROVED MENTOR PROGRAM |

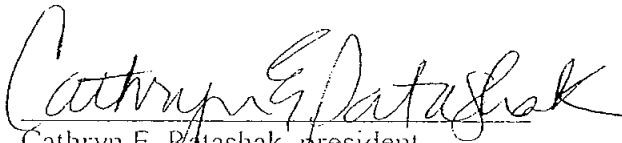
The teacher shall have the option of having their salary prorated in their bi-weekly paycheck, or receiving the pay at the end of the school year.



**LETTER OF AGREEMENT**  
Between  
**The Vicksburg Community Schools**  
And  
**The Vicksburg Education Association**

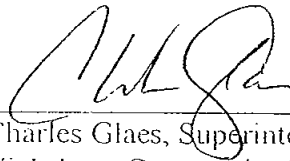
It is hereby agreed between the Board of Education of the Vicksburg Community Schools (the District) and the Vicksburg Education Association (VEA) that:

ARTICLE TWO (2)-ASSOCIATION/TEACHER RIGHTS, section D.  
MISCELLANEOUS PAYROLL DEDUCTIONS of the Labor Agreement of 2001-2005 and the Contract Extension covering the period of 2004-2008 shall be amended to include three additional entities providing employees 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. These entities shall be Morgan Stanley, Edward Jones, Fidelity Investments, and American Retirement, an independent financial advisory company.



Cathryn E. Ratashak, president  
Vicksburg Education Association

4/23/07  
Date



Charles Glaes, Superintendent  
Vicksburg Community Schools

1/23/07  
Date

**VCS**  
**VEA Salary Scale**  
**2004-2005, 2005-2006, and 2006-2007**

| <b>BA</b> |           |           |           |                         | <b>BA+20</b> |           |           |           |                         |
|-----------|-----------|-----------|-----------|-------------------------|--------------|-----------|-----------|-----------|-------------------------|
|           | 2004-2005 | 2005-2006 | 2006-2007 | Increase including step |              | 2004-2005 | 2005-2006 | 2006-2007 | Increase including step |
| 1         | \$ 29,600 | \$ 30,784 | \$ 31,092 |                         | 1            | \$ 30,192 | \$ 31,400 | \$ 31,714 |                         |
| 2         | 30,932    | 32,169    | 32,491    | 5.5%                    | 2            | 31,672    | 32,939    | 33,268    | 5.9%                    |
| 3         | 32,264    | 33,555    | 33,891    | 5.4%                    | 3            | 33,152    | 34,478    | 34,823    | 5.7%                    |
| 4         | 33,596    | 34,940    | 35,289    | 5.2%                    | 4            | 34,632    | 36,017    | 36,377    | 5.5%                    |
| 5         | 34,928    | 36,325    | 36,688    | 5.0%                    | 5            | 36,112    | 37,556    | 37,932    | 5.3%                    |
| 6         | 36,260    | 37,710    | 38,087    | 4.9%                    | 6            | 37,592    | 39,096    | 39,487    | 5.1%                    |
| 7         | 37,592    | 39,096    | 39,487    | 4.7%                    | 7            | 39,072    | 40,635    | 41,041    | 5.0%                    |
|           |           |           |           |                         | 8            | 40,700    | 42,328    | 42,751    | 5.2%                    |
|           |           |           |           |                         | 9            | 42,328    | 44,021    | 44,461    | 5.0%                    |
|           |           |           |           |                         | 10           | 43,956    | 45,714    | 46,171    | 4.9%                    |
|           |           |           |           |                         | 11           | 45,584    | 47,407    | 47,881    | 4.7%                    |
|           |           |           |           |                         | 12           | 47,212    | 49,100    | 49,591    | 4.6%                    |
|           |           |           |           |                         | 13           | 48,212    | 50,140    | 50,641    | 3.1%                    |
|           |           |           |           |                         | 14           | N/A       | 51,140    | 51,651    | 3.0%                    |
|           |           |           |           |                         | 16           | 49,176    | 52,163    | 52,685    | 3.0%                    |
|           |           |           |           |                         | 21           | 49,658    | 52,674    | 53,201    | 2.0%                    |
|           |           |           |           |                         | 26           | 50,623    | 53,697    | 54,234    | 3.0%                    |

| <b>MA</b> |           |           |           |      | <b>MA+15</b> |           |           |           |      |
|-----------|-----------|-----------|-----------|------|--------------|-----------|-----------|-----------|------|
|           | 2004-2005 | 2005-2006 | 2006-2007 |      |              | 2004-2005 | 2005-2006 | 2006-2007 |      |
| 1         | \$ 31,376 | \$ 32,631 | \$ 32,957 |      | 1            | \$ 31,968 | \$ 33,247 | \$ 33,579 |      |
| 2         | 33,004    | 34,324    | 34,667    | 6.2% | 2            | 33,744    | 35,094    | 35,445    | 6.6% |
| 3         | 34,632    | 36,017    | 36,377    | 6.0% | 3            | 35,520    | 36,941    | 37,310    | 6.3% |
| 4         | 36,260    | 37,710    | 38,087    | 5.7% | 4            | 37,296    | 38,788    | 39,176    | 6.1% |
| 5         | 37,888    | 39,404    | 39,798    | 5.5% | 5            | 39,072    | 40,635    | 41,041    | 5.8% |
| 6         | 39,664    | 41,251    | 41,664    | 5.7% | 6            | 40,848    | 42,482    | 42,907    | 5.6% |
| 7         | 41,440    | 43,098    | 43,529    | 5.5% | 7            | 42,624    | 44,329    | 44,772    | 5.4% |
| 8         | 43,305    | 45,037    | 45,487    | 5.5% | 8            | 44,548    | 46,330    | 46,793    | 5.6% |
| 9         | 45,170    | 46,977    | 47,447    | 5.4% | 9            | 46,472    | 48,331    | 48,814    | 5.4% |
| 10        | 47,271    | 49,162    | 49,654    | 5.7% | 10           | 48,692    | 50,640    | 51,146    | 5.8% |
| 11        | 49,373    | 51,348    | 51,861    | 5.5% | 11           | 50,912    | 52,948    | 53,477    | 5.6% |
| 12        | 51,741    | 53,811    | 54,349    | 5.8% | 12           | 53,428    | 55,565    | 56,121    | 6.0% |
| 13        | 54,109    | 56,273    | 56,836    | 5.6% | 13           | 55,944    | 58,182    | 58,764    | 5.8% |
| 14        | 55,109    | 57,313    | 57,886    | 2.9% | 14           | 56,944    | 59,222    | 59,814    | 2.8% |
| 15        | N/A       | 58,313    | 58,896    | 2.8% | 15           | N/A       | 60,222    | 60,824    | 2.7% |
| 16        | 56,211    | 59,479    | 60,074    | 3.0% | 16           | 58,083    | 61,426    | 62,040    | 3.0% |
| 21        | 56,762    | 60,062    | 60,663    | 2.0% | 21           | 58,652    | 62,029    | 62,649    | 2.0% |
| 26        | 57,864    | 61,229    | 61,841    | 3.0% | 26           | 59,791    | 63,233    | 63,865    | 3.0% |

Assumes 1% across all lanes and steps