

Master Agreement



of the

Jonesville Education Association 4C/UBA/MEA/NEA

with the

Board of Education

of the

Jonesville Community Schools

September 1, 2010 through August 31, 2012

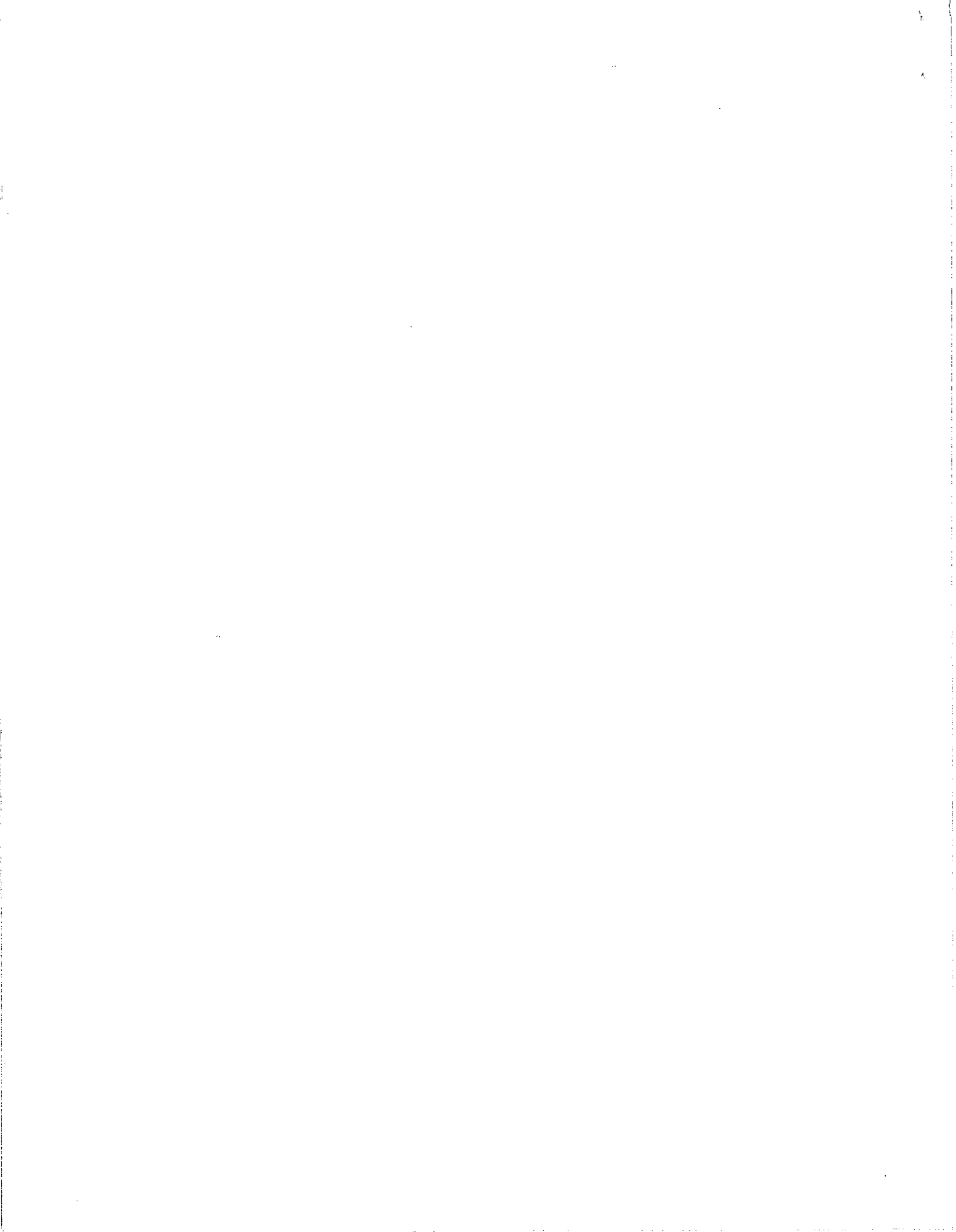


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ARTICLE I
RECOGNITION

The Board of Education of the Jonesville Community Schools (hereinafter referred to as the Board) hereby recognizes the 4-C Unified Bargaining Association, MEA/NEA (hereinafter referred to as the Association) as the exclusive bargaining representative, to the extent required by Act 379 of the Public Acts of 1965, otherwise known as the Public Employment Relations Act ("PERA"), MCL 423.201 et seq., for all regularly employed long term substitute teachers and K-12 certified teachers including counselors, librarians, and special education teachers, employed by the Jonesville Community School Board, excluding, but not limited to, day-to-day substitute teachers, supervisory, executive personnel (superintendent, principal, and assistants), office, clerical, custodial, school lunch employees, teacher aides, bus drivers, and all others. The term "teacher" or "teachers" shall refer to all employees represented by the Association in the bargaining unit as defined above.

ARTICLE II
MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

A. Membership

1. In accordance with the terms of this Article, each teacher within thirty (30) days of employment shall join the Association or pay a Service Fee to the Association.
2. During the life of this Agreement, and in accordance with the terms of the Dues/Fees Deduction Form, the Board agrees to deduct only membership dues/fees from the pay of each teacher who executes or who has executed the Dues/Fees Deduction Form and filed the same with the Board. The Board shall be entitled to rely solely on the written notice of the Association as to the amount to be deducted from the teacher's wages and the teachers from whom such deductions are to be made, provided that the Dues/Fees Deduction Form shall be given to the Business Office at least three (3) weeks prior to the pay day on which deductions are to be made and provided that deductions for dues/fees shall not supersede any legally required deductions and provided that the Board shall not be required to make any check-off for dues/fees if the teacher's pay is not sufficient to cover the dues/fees in any pay period.
3. Deductions under all properly executed Dues/Fees Deduction Forms shall become effective at the time the authorization is signed by the teacher and shall be deducted bi-monthly (twice per month).
4. A teacher shall cease to be subject to check-off dues/fees for this unit beginning with the month immediately following the month in which the teacher is no longer a member of the bargaining unit.

The Association will be notified by the Board of the names of such teachers following the end of each month in which the termination took place.

5. Any teacher who is not a member of the Association or who does not make the application for membership within thirty (30) business days from the date of commencement of teacher's duties or the effective date of this Agreement shall pay to the Association a representation fee in the amount not to exceed the professional dues of the Association. Any non-member teacher who make objection pursuant to the Association's "Policy Regarding Objections to Political-Ideological Expenditures" and the "Objections to Political-Ideological Expenditures Administrative Procedures" (hereinafter referred to as the Association's policy and procedures) shall be required to pay a reduced representation fee to the full extent permitted by state and federal law. The objecting non-member teacher's exclusive remedy shall be through the Association's policy and procedures. The non-member teacher may authorize a payroll deduction for such fees in the same manner as provided for member teacher dues. The Association shall provide to all non-members teachers copies of the Association's policy and procedures. The Association will promptly notify the Board in the event that a court enjoins the operation of the current MEA Policies and Procedures for Agency Shop Fee Payers.
 - a. If a teacher does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Board shall deduct that amount from the teacher's wages as authorized under MCLA 408.477 and remit same to the Association.
 - b. Teachers covered by this Agreement at the time it becomes effective and who are members of the Association or pay to the Association each month a service charge not to exceed the monthly dues. Employees hired, rehired, reinstated, or transferred into the bargaining unit after the effective date of this Agreement and covered by this Agreement shall be required to become members of the Association or pay to the Association each month a service charge not to exceed the monthly dues.
6. The Association shall indemnify and save the Board harmless from any and all claims, demands, or other forms of liability that may arise out of compliance with this provision, except where any said loss is caused by the school district's negligent conduct.
7. Save Harmless Clause. In the event of legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action at its own expense and through its own counsel, provided:

- a. The Board gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available.

B. Fees

1. The Board shall deduct membership dues, NEA PAC, and MEA PAC contributions and Special Assessments of the Association. The Board agrees to promptly remit to the Association all monies so deducted, and a list of teachers from whom the deductions have been made.
2. Teachers have the option of paying fees in full to the Association Treasurer prior to October 1st.
3. A list of teachers to be deducted shall be presented to the Superintendent by the Association Treasurer within thirty (30) central office work days after the ratification of this Agreement and by October 1 in each succeeding year.

C. Other Payroll Deductions

1. The Board shall also make payroll deductions upon written authorization from teachers for Annuities, Credit Union, Hospitalization and/or Term Life Insurance, or any other programs jointly approved by the Association and the Board.
2. The Board shall provide the opportunity for any teacher to use tax-deferred annuities to be purchased by a teacher in a manner provided by law. Such payroll deduction may be established only when in compliance with the existing law and when consistent with Board policy specifying such insurance policy carriers.
3. Teachers have the ability to purchase MPSERS service with pre-tax dollars.

**ARTICLE III
BOARD RIGHTS**

- A. It is expressly agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly and expressly relinquished herein by the Board, shall continue to vest exclusively in and be exercised exclusively by the Board without prior negotiations with the Association either as to the taking of action under such rights or with respect to the consequence of such action during the term of this Agreement. Such rights shall include by way of illustration and not by way of limitation, provided that the Board shall not abridge any rights from teachers as specifically provided for in this agreement, the right to:

1. Manage and control the school's business, the equipment, the operations, and direct the working forces and affairs of the Board.
2. Continue its rights of assignment and direction of work to all of its personnel, determine the hours of work, starting times, and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement.
3. Direct the teachers, including the right to hire, promote, suspend and discharge teachers, transfer teachers, determine the size of the teaching staff, and to lay off teachers consistent with the terms of this Agreement.
4. Determine: the quantity and quality of supplies and equipment; quality and scope of curricular offerings; staffing requirements for classified and certificated personnel; schedules, standards, shifts and hours of all personnel assignments; procedures for instruction and accompanying grade reporting techniques. The aforementioned list shall in no way be construed to limit the rights of the Board except by limitation of this Agreement.
5. Adopt reasonable rules and regulations as published and made available to all teachers.
6. Evaluate and determine the qualifications of teachers.
7. Determine the number and location or relocation of its facilities, including the establishment or relocation of new schools, buildings, departments thereof, and the relocation or closing of departments, buildings, or other facilities.
8. Determine the placement of operations, service, distribution of work, and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures and matters pertaining to public relations.
10. Determine the size of the management organization, its functions, authority, amount of supervision, and table of organization.
11. Determine the policy affecting the selection, evaluation, and training of teachers, providing that such selection shall be based on lawful criteria.

ARTICLE IV
TEACHER RIGHTS

- A. The Board and the Association agree to adhere to the provisions of Act 379 of the Public Acts of 1965 (PERA) and other laws of Michigan or the Constitutions of Michigan and the United States as amended.
- B. Nothing contained herein shall be construed to deny or restrict those rights granted teachers under the Michigan Revised School Code, laws of the State of Michigan and the United States, and the Constitutions of the State of Michigan and of the United States. The rights granted to teachers herein shall be deemed to be in addition to those provided elsewhere.
- C. No tenure teacher shall be disciplined without just cause. Discipline is defined to include warning, oral reprimand, written reprimand, suspension (paid or unpaid), or discharge. Any such discipline by the Board or a representative thereof shall be done in private to the extent permitted by law, including the Michigan Open Meetings Act (MCL 15.261 et. seq.). It is likewise agreed that the teachers will adhere to professional courtesy by conducting business with the supervisor in privacy. All information forming the basis for disciplinary action will be made available to the teacher. If the Tenure Act is repealed, this Article and Section will be reopened to discuss the possible ramifications.
- D. A complaint made by a parent, student, or any other person which could prompt or promote disciplinary action toward a teacher must be brought to the attention of the teacher within five (5) working days of receipt of the written complaint. If the teacher is not informed within five (5) days, the complaint will not be used in a disciplinary manner or placed in the teacher's file.
- E. During the period of a teacher's employment a teacher shall have and retain all property and copyright interests in and to any book, lesson plans, articles, publications, motion picture, filmstrip, recording, musical composition, curricular outline, teacher materials, or other creative or copyrightable work written, composed, created or devised by such teacher when not made, printed, written, mechanically produced or replicated with Board materials, or created during or related to the teacher's employment.
- F. The Board agrees that it will not discriminate against or between teachers because of their race, creed, religion, color, national origin or ancestry, age, gender, sexual orientation, marital status, physical characteristics, place of residence, physical handicaps, or activities in any employee organization.
- G. A teacher shall be entitled to have present a representative of the Association during any meeting which may or will lead to disciplinary action by the Board and/or administration. When a request for such representative is made by the teacher, no action shall be taken with respect to the teacher until such representation of the Association is present. The meeting will be scheduled within three (3) work days.

Should disciplinary action be likely to occur at a given meeting, the teacher shall be advised immediately of said possibility and the right to Association representation under this provision of the Agreement.

H. Definition of Seniority

1. Seniority shall be defined as the length of continuous service with the district as a member of the bargaining unit. Accumulation of seniority shall begin on the bargaining member's hire date, defined as the date of Board action to employ, or first work date, whichever occurs first. The administration shall prepare a seniority list to be posted on appropriate bulletin boards in each building and distributed to each bargaining unit member by placing a copy in his/her, mailbox. The initial seniority list for each year shall be distributed on or before October 30 of each year. Bargaining unit members shall be provided with a window of opportunity from October 30 through November 30 of each year to note errors or changes needed on the seniority list. The employer and appropriate Jonesville Education Association, and MEA/NEA representatives shall meet during the first week in December to review all proposed changes in the initial seniority list.
2. In the event that two (2) or more Education Association members are hired on the same date or begin work on the same day, a draw for seniority will take place within ten (10) days of the hire date. The JEA President (or designee), the Superintendent, and the newly hired Education Association members shall be present for the draw. The members hired on the same date will draw numbers. The member drawing "1" (one) will be ranked highest on the seniority list; the member drawing "2" (two) will be ranked after "1", and so forth. Upon the completion of the draw for seniority, the district has ten (10) working days to produce a newly updated seniority list.
3. The new seniority list will then be provided to the JEA President. Any corrections or objections to the new list must be given to the Superintendent within fifteen (15) working days to correct said list.
4. In the event that changes or modifications are made to the first printing (December 15) of the seniority list, a new list will be posted in all buildings and given to the JEA President.
5. Seniority shall be lost by a bargaining unit member upon termination, resignation, retirement or leaving the bargaining unit to be employed in any other capacity with the district with the following exception: members may take a one (1) school year interim position in the Jonesville administration with seniority being frozen for that period of time. The member's position shall be filled on a temporary basis with the member having the right to return. All members on layoff list as of ratification of this Agreement shall be grandfathered.
6. Approved leaves shall be credited for up to two (2) years toward seniority.

ARTICLE V
ASSOCIATION RIGHTS

- A. Association representatives of local, county, state or national level shall have the right to enter the school premises provided always that there shall be no interference with school functioning. Such representative shall report to the principal's office to indicate their presence.
- B. Teacher Association Meetings
1. Those teachers wishing to be absent from school to attend meetings for teacher Association business may do so by making arrangements at least three (3) days prior to the meeting except in cases of emergency, in accordance with the leave with pay Article XI Section A Part 11.
 2. Teachers shall have the right to hold meetings for teacher Association business in the school building before or after school hours. Arrangements for space shall be made in advance with the building principal and must not interfere with any school activity or other scheduled activities.
 3. The Board agrees to supply at said meetings for teacher Association business in the school , if available, items of supply, (paper, pencils, stencils, etc.), at a nominal cost, including long distance telephone calls. The Association agrees to pay such charges monthly.
 4. Up to six (6) days shall be granted to conduct Association business to the president of the Jonesville Chapter of the 4-C UBA and/or his/her designee.

ARTICLE VI
TEACHING CONDITIONS

- A. Telephone facilities shall be made available to teachers, and each building and floor shall have at least one telephone located in such a manner as to insure privacy. Long distance calls, if personal, shall be made at the teacher's expense.
- B. The Board shall make a faculty room available in each school.
- C. Vending machines shall be installed in a faculty room at the request of teachers of that building.
- D. The teaching staff shall be an advisory voice in the selection of educational tools.
- E. The Board shall provide texts, supplies, and materials for the purpose of student instruction. Department or grade level meetings shall be called by the administration in order to study the selection and improvement of educational tools. The administration reserves the right to schedule up to two (2) staff meetings per month with a duration not to exceed thirty-five (35) minutes per meeting time. Teachers may be excused from attendance with prior approval of the building principal or designee. It should be noted that it is the professional responsibility of teachers to be punctual and attend required meetings as listed above.
- F. The Board may provide in-service programs when developed by the Educational Council, Professional Development Committee, and/or administration.
- G. The private, personal, religious, and political views of any teacher are not within the appropriate concern or attention of the Board as long as such activities do not affect the teacher's effectiveness.
- H. The teachers employed by the Board for regular classroom teaching assignments, except vocational teachers holding a special vocational certificate, shall have a bachelor's degree from an accredited university or college and a provisional, professional education, permanent, or continuing teaching certificate valid in the State of Michigan, except in the areas of vocational, science, mathematics, or computers when a certified teacher cannot be obtained. When employing non-certified teachers, the Board will follow all state laws, rules or procedures pertaining to the employment of said teachers. It is understood that said teachers shall be members of the bargaining unit and shall be subject to all the terms and conditions of this Agreement, except as specifically provided herein.
- I. The nature and responsibility of a teacher's assignment requires a certain portion of preparatory work to be performed at home. Space and furniture necessary for such homework and their upkeep are the responsibility of the teacher whose assignment requires such equipment and/or space.

- J. Every teacher will be required each school year to sign an individual contract of employment as provided in section 380.1231 of the Revised School Code and that every such contract shall contain the following: This contract is subject to a collective labor agreement heretofore and hereafter negotiated by the Board and the exclusive bargaining representative of the teachers employed by the Board.
- K. A non-transferable pass for each teacher and spouse for all home athletic events shall be provided.
- L. When a concern relative to a safe environment is brought to an administrator's attention, the administration will determine what corrective action, if any, is necessary and/or economically feasible.
- M. The parties recognize that the No Child Left Behind Act of 2001 requires that teachers teaching core academic subjects must be highly qualified at the beginning of the 2006-2007 school year. The parties are informed and believe that under current requirements imposed by the Michigan Department of Education with regard to teachers who are not highly qualified; the District is presently obligated to notify parents that the teacher is not highly qualified. Further, the Department of Education has stated that beginning in the fall, 2006, a district may not assign a teacher to a core academic subject assignment unless the teacher has been determined to be highly qualified for the assignment. (Source: Michigan Department of Education "Highly Qualified Teachers Questions and Answers.") The parties agree to implement the following strategies designed to reasonably result in teachers having assignments as of August 2006 meeting the highly qualified requirement. This includes:
1. Identification of teachers who may not be highly qualified and exploration of ways to assist teachers in achieving that status, including testing, state certification, and options available through the Michigan Department of Education (see Appendix I).
 2. To the extent reasonably practicable and in compliance with state and federal law, rules and regulations, the district will seek to assign teachers who as of August 2006 are not highly qualified to assignments in subject areas in which they are highly qualified and the Association will work cooperatively to achieve that objective.
 3. Teachers who are not highly qualified and, by MDOE requirements are ineligible to teach in their current assignments will be permitted to exercise bumping rights as allowed under Article IX. In the event bumping rights cannot be exercised, the teacher will be subject to layoff. Subject to teacher seniority provisions contained in Article X, "Layoff and Recall," a teacher shall be recalled to the next available position for which they are certified and highly qualified.

N. Distance Learning

1. The terms “Distance Learning” or “Distance Education” refer to instruction where teachers and students are separated geographically so that face-to-face communication is absent and communication/teaching is accomplished by one or more technological media devices.
2. Teachers assigned to a Distance Learning program, such as Michigan Virtual High School or Hillsdale Fiber Optic Network, will be considered part of a teaching assignment.
3. In the event the district wishes to implement a distance learning program, a job description for the teaching positions will be jointly developed prior to posting.
4. Class size shall not exceed the limits in the Master Agreement. (Combination of originating and remote sites).
5. Teachers who will be presenting distance learning classes shall be provided initial and ongoing training.
6. As the program develops and there is an impact on the teacher’s workload, hours, or other working conditions, the district and the association will negotiate such impact/change.
7. Administration shall provide “Sending Instructors” office assistance for the purpose of getting paperwork and other materials to the receiving districts.

ARTICLE VII

CLASS SIZE

Student population in sectioned classrooms at the elementary school shall remain numerically equal to the present whole number. Students having an IEP (Individualized Educational Program) will be evenly distributed among the classrooms at each grade level.

The Board will make a reasonable effort to maintain classes at less than the following:

K – 3 22

4 – 8 25

9– 12 30

When determining class size as listed above, the class size numbers are to be used as the desired number to ensure for more individualized instruction.

ARTICLE VIII

TEACHING HOURS

Elementary	Student Hours 7:55 – 2:50
Middle School	Student Hours 7:50 – 2:45
High School	Student Hours 7:55 – 2:50
Alternative Education	Student Hours 7:50 – 2:45

Teachers are to report fifteen (15) minutes before and stay ten (10) minutes after student arrival/dismissal.

- A. Teachers shall be permitted to leave the premises at the same time the students are dismissed on Fridays, on the day preceding holidays, and on days when students are dismissed early and teachers have to report back to work, such as parent-teacher conferences, in-service days, open house programs, etc.
- B. Principals will exercise their discretion regarding requests from teachers to leave the building during established work hours.
- C. At any time, in any building, if students are not required to be present because of physical breakdown and/or climatic conditions, teachers shall not be required to be present. During special dismissals for storm watches or lockdown situations teachers shall not be permitted to leave the building until students have been dismissed and have boarded buses.
- D. All teachers shall have a thirty-five (35) minute duty-free lunch period.
- E. If a teacher assigns a student to stay in during the lunch period or recess, that teacher will be responsible for that student. Teachers electing to participate in scheduled recess will accompany students for the duration of the recess using the established practice of alternating coverage among grade level teachers.
- F. Elementary teachers shall be allowed to use for planning and conference time all time during which their classes are receiving instruction from teaching specialists.
- G. All teachers shall receive an uninterrupted fifty (50) minute duty-free prep period per day except when teachers serve as substitutes as provided for in Article IX.

ARTICLE IX
ASSIGNMENT AND TRANSFER

- A. Whenever a vacancy arises that the Board intends to fill or a new position is created within the bargaining unit, the Superintendent shall promptly notify the Association and post notice of same on a bulletin board in each school building for no less than five (5) working days before the position is filled to allow application by present teachers. Any new positions, including extra duty, shall be posted with a brief general description of duties and responsibilities. During the summer break notification will be emailed to all members on the school email system, will be posted on the district website and members will be notified via the automated phone system.
1. Prior to April 30 of each year all vacancies in the bargaining unit for the following year resulting from resignations, retirements, terminations, out-of-unit transfers, and leaves of absence which are known to the Board as of that date shall be posted.
 2. All vacancies for the following year which are made known to the Board after April 30 will be posted promptly in accordance with Article IX, Section A.
 3. All vacancies that occur during the school year shall be posted promptly in accordance with Article IX, Section A.
- B. All teachers shall be given written notice of tentative class and/or subject assignments for the forthcoming year at least fifteen (15) days prior to the end of the current school year. If circumstances necessitate a modification of teaching assignment(s) after the above date, the affected teacher(s) and the Association shall be consulted regarding such changes as soon as the need for such changes are known. All changes will be made in accordance with the terms of this Agreement and to the extent possible will be limited to changes which are mutually acceptable.
- C. Both parties value the presence of the permanent teacher remaining in their classroom at all times, however it is recognized that there may be an emergency situation when a teacher may have to help substitute. Teachers shall serve as substitute teachers during a conference period or an unassigned period of time. At the beginning of the school year, teachers shall sign up if they are interested in subbing on a form provided by the main office and will be given preference in assigning subs. Teacher's will then be asked on a rotating basis from this list and shall be paid in accordance with Scheduled B (minimum of one (1) hour paid). Teachers who have no assignment temporarily (i.e. teachers whose entire class is absent because of meetings, field trips, or truancy) may be assigned temporary substitute work in the absence of a colleague as long as the teacher still gets a prep time for the day. All other teachers shall serve as substitute teachers on a

rotating basis when needed in the case where no substitute teachers are available or coverage is needed for a limited amount of time. Teachers who have two classrooms of students assigned will be paid the additional hourly rate as per Schedule B for the time they directly supervised two classes in the same room (minimum one (1) hour paid).

D. Student teachers will be pulled to serve as substitutes before any teacher is asked to sub as long as it's allowable by the College/University. Teachers will not be pulled to substitute if a sub is available for the room where the teacher is absent.

E. Teachers shall not teach outside their major, minor, or certificated areas without the teacher's consent.

F. Transfers

1. Voluntary

a) Inner-Building Transfers

An incumbent certified teacher who has completed four (4) or more years of service with Jonesville Community Schools and has not received an "unsatisfactory" evaluation within the last two (2) years shall be awarded the desired position within the same building for which he/she applies within the conditions listed:

1. Teachers may move into a vacancy or fill a newly created position within the grade(s)/subject area(s) for which they are currently certified and highly qualified.
2. If more than one certified teacher applies for the position, the position shall be awarded to the teacher who has the greatest seniority.
3. Teachers transferring within a building shall not be in competition with candidates with less than four (4) years or outside candidates for positions.

b) Intra-Building Transfers

An incumbent certified teacher, who has completed four (4) or more years of service with Jonesville Community Schools and has not received an "unsatisfactory" evaluation within the last three (3) years shall be awarded the desired position in the new building for which he/she applies within the conditions listed:

1. Teachers may move into a vacancy or fill a newly created position within the subject areas for which they are currently certified and highly qualified.
2. If more than one certified teacher applies for the position, the position shall be awarded to the teacher who has the greatest seniority.

3. Teachers transferring from building to building shall not be in competition with candidates with less than four (4) years or outside candidates for positions.
4. A transfer form (See appendix J) must be on file with central administration, building principal, and JEA. A meeting must be held with receiving principal to notify of interest.
5. Transfer Plan (See appendix K) on file with building principal including the following checklist.
 - a. Teacher has acquired the list of benchmarks from the building principal that are required for subject area(s) and/or grade level(s).
 - b. Teacher has submitted a classroom management plan (See appendix K) for the subject area(s) and/or grade level(s)
 - c. Teachers may, with administration approval, use prep time to observe desired position with prior arrangement between the two teachers. (Example: grade level(s) and/or subject area(s).
 - d. Teacher has submitted a sample unit (See appendix K) to be kept on file based on the framework/GLCE for the desired grade(s) and or subjects area(s) for the first six (6) weeks of a school year.

Upon submission of transfer form and completion of the Transfer Plan, the teacher with the greatest seniority shall be awarded the position.

Teachers are limited to one (1) voluntary transfer per school year.

A teacher without a Transfer Plan on file who applies for a vacancy in another building, will be interviewed by the principal prior to the position being posted externally. Teachers denied such transfer shall be responsible for having a Transfer Plan on file for any future transfers and will be held to the same standards.

- c) An incumbent teacher with less than four (4) years of service with the district may be required to interview. These teachers shall be afforded the first interview if outside candidates will be interviewed.

2. Involuntary

- a) If the transfer occurs during the semester, the transferred teacher shall be given at least one (1) working day of release time to prepare for the new assignment. Additional time will be determined by the administration.

b) Teachers will only be involuntarily transferred under exceptional circumstances. The administration shall meet with the affected teacher and Association prior to the transfer to list the reasons for the transfer.

G. Part-time teachers shall be offered a full-time position before hiring new personnel, providing they are certified and qualified, for same.

ARTICLE X
LAY-OFF AND RECALL

- A. When the Board decides to reduce a number of teachers through lay-off in a given subject area, field or program, or to eliminate or consolidate position(s), the Board shall
1. First, consult with the Association and outline the need for lay-off, specifying which teacher positions will be selected to be laid off.
 2. Second, deliver to the President of the Association a list of the personnel to be laid off at least five (5) days formal notice of lay-off is issued.
 3. Third, use seniority, certification, and highly qualified status as a basis for lay-off. To the extent permitted by law, employees with the least-seniority shall be the first laid off when they've been bumped by a more senior teacher who possesses certification in the position to be maintained or when those employees with the least seniority teach in a position that will be eliminated altogether.
 4. Fourth, provide lay-off notice signed by the Superintendent and delivered by certified mail with return of addressee's signature or delivered in person with notice.
 5. Fifth, give notice of lay-off to the teacher involved by June 1. In the event of a mid year layoff, the teacher shall be given thirty (30) work days notice.
- B. To implement recall, the Board's designee shall consult with the Association and verify the teachers selected for recall with the presentation of a formal list of teachers to be recalled at least seven (7) work days formal notice of recall is issued.
1. Any teacher on lay-off shall be recalled in inverse order of lay-off provided the teacher is certified and highly qualified for the vacancy.
 2. The Board shall give written notice of recall from lay-off by sending a certified letter with return of addressee's signature to said teacher. A copy shall be forwarded to the Association.
 - a) If the teacher fails to respond to the Board's recall within ten (10) business days of receipt of notice or within fifteen (15) Central Office work days of receipt of notice or within fifteen (15) Central Office work days of issuance, said teachers shall be considered as having resigned, thereby terminating the teacher's individual contract of employment with the Board.
 - b) It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on Board records shall be official when used in connection with lay-offs, recalls, or other notice to the teacher.

- c) Teachers refusing recall for the beginning of the school year shall forfeit their right to remain on the Board's recall list.
 - c) Teachers refusing recall to employment during the school year shall remain on the Board's recall list with the same position of seniority for any future vacancy.
 - d) Teachers refusing recall for less than a full-time position shall not forfeit the right to remain on the Board's recall list.
 - e) To accept recall, the recalled teacher must present to the Superintendent a signed acceptance of recall within ten (10) business days of the dated receipt of the addressee's returned certified letter or fifteen (15) business days of its issuance.
 - f) A tenure teacher may only remain on the recall list for a maximum of six (6) years.
- C. Any teacher who is reinstated after recall shall receive salary and fringe benefits as though that teacher had been continuously employed by the Board with a maximum of two (2) years service on the pay scale as long as the teacher was employed as a teacher, substitute teacher, teacher's aide, or taking college classes in his/her field of study or courses which qualify for certification.
- D. Any teacher who wishes to withdraw his/her name from the recall list shall submit to the Superintendent a signed statement indicating his/her decision.
- E. During a period of impending lay offs, the Board agrees to consider all teacher's requests for leaves of absence which are specified in this Agreement.
- F. A teacher on lay-off who attains additional certification shall replace a less senior employed teacher with the same certification at the beginning of the nearest semester after the receipt of the official certificate by the Superintendent. The teacher shall notify the Superintendent when certification requirements have been completed.
- G. No new teacher shall be employed by the Board while there are employees who remain on the active recall list unless there are no employees on the active recall list with proper certification and highly qualified status to fill any vacancy which may arise.

H. Definitions

1. Lay-Off

- a. Lay off shall be defined as a reduction in the number of employed teachers at the Jonesville Community Schools caused by one (1) or more of the following reasons:
 - b. Decrease in student enrollment.
 - c. Deletions of curriculum due to budget limitations or low enrollment.
 - d. Decline in subject or grade level enrollment.
 - e. Shortage of revenues.
 - f. Budget limitations in general operating budget.

2. Recall

- a. Recall shall be defined as the reassignment of a laid off teacher to a bargaining unit position.

3. Days

- a. Days shall be defined as Monday through Friday. Holidays shall not be included.

ARTICLE XI

PERSONAL BUSINESS DAYS

1. Personal days shall be construed as days that a teacher is scheduled for school duty only.
2. Personal leave days for the school year will be granted at the rate of seventeen (17) days per year. Such personal leave shall be granted after the first working day of the year.
3. Persons hired after the beginning of the school year shall earn personal days at a rate of 1.7 days per month (September-June) and these shall be granted after the first working day.
4. Employees with more than ninety (90) sick and personal days accumulated as of June 30, 2007 shall be capped at that accumulated number and shall not be able to increase this amount; however this amount may decrease, if the member uses more than the days granted at the start of the school year. This number will then be established as the new cap. Employees with less than ninety (90) sick and personal days accumulated as of June 30, 2007 shall be allowed to accumulate up to ninety (90) days.
5. Beginning in the 2010-2011 school year for each unused personal business day, days will be reimbursed at fifty dollars (\$50.00). Payment will be made to the individual member(s) through a tax deferred plan no later than June 30 of each year. Members will be notified of deposit verification on pay stubs when payment is made.
6. Payment of unearned personal leave shall be withheld from final salary due.
7. If a teacher is on or requests to be placed on personal leave, a physician's statement may be required. The statement shall specify whether or not the teacher is capable of returning to work. In the event that a teacher is unable to work, the physician shall be asked to specify an estimated date of return. Periodic statements shall be furnished at regular intervals as decided by the teacher's physician. If there is reason to believe that the statement(s) provided by the employee's physician are inaccurate, the Board may request a statement by a physician of the Board's choice at their expense.
8. A teacher who has exhausted all accumulated sick leave days and is unable to teach because of personal illness or disability shall be granted a leave of absence without pay for the duration of the illness or disability for up to one (1) year. The teacher may be required to provide a physician's statement indicating the inability to return to work. A physician's statement verifying that the teacher is capable of returning to work may be requested. This leave may be renewed each year upon written request of the teacher and approval of the Board. During the course of the leave the teacher may elect to continue the current insurance package or any portion, at their own expense, if allowed by the insurance carrier.

After accumulated sick leave days have been exhausted, paid sick leave days may be extended by the Board at their discretion.

9. Any teacher who willfully violates or misuses the benefits of this Article shall forfeit salary for days found in violation. Example: Using personal leave days to supplement primary income by outside employment.
10. Employees may use five (5) consecutive personal days no more often than every other year. Approval shall only be denied if operational needs (substitutes) are not available. The district shall make reasonable effort to secure substitutes. If days are denied due to operational needs, personal days shall be granted based upon teacher's request date. Supervisory approval will be needed for an additional set of five (5) consecutive personal days.
11. Personal days used immediately before or after a semester or scheduled vacation period on scheduled parent/teacher conference days or on in service day shall be limited to the following:
 1. Personal illness
 2. Court cases
 3. Legal Business
 4. Serious illness in the immediate family
 5. An emergency
 6. All others approved by principal or superintendent
12. All requests shall be submitted to the principal on Appendix C.
13. The provisions of the Family Medical leave Act of 1993 shall apply. These provisions will not provide the teacher with any greater benefits than required by the Act. The Board reserves all rights granted by the Act.

ARTICLE XII
COMPENSABLE LEAVE

A. Accumulation of compensable leave, for example, i.e. leave with pay days: for each of the ten (10) months beginning with September and ending with June each teacher shall earn according to Article XI, 2.

1. Bereavement Leave. Three (3) days shall be granted for the death of a family member. Additional days shall be deducted from accumulated personal days. In case of other deaths, leave may be allowed by the Superintendent upon request and at his/her discretion. Family shall be defined as: parent, spouse, partner, sibling (including step, adopted, half, etc.), in-law, grandparent, child (including step, adoptive, ward, and guardian), grandchildren, niece and nephew.
2. All others with administrative approval.

B. Worker's Compensation

Any teacher who is absent due to conditions compensable under the Michigan Workers' Disability Compensation Act or successor provision shall receive from the Board the difference between workers' compensation payments received and teacher's salary. A personal day is to be deducted proportionately to the amount of teacher's salary paid by the Board.

C. Leave days not charged against accumulated personal days.

1. Conference Leave.

Professional conference expenses shall be allowed only for those conferences approved by the administration. Teachers may apply for a professional conference leave by submitting a request to the building principal with copies of the request forwarded to the Superintendent. A written report of the conference shall be submitted to the building principal.

2. Court Duty

If a teacher is required to serve on a jury or is subpoenaed, he/she shall be granted leave and paid the difference between his/her pay for such court service and the money he/she would have received under this Agreement.

- a. Teachers are expected to follow court procedures with regard to: 1) calling the night before to confirm the need to serve court duty; 2) if not required to report for court duty, teachers are required to report for work.
- b. Teachers who are released prior to the conclusion of the school day shall call the building principal or representative for further instructions.

3. School Business

- a) Teachers may receive leave with pay to carry out school business at the discretion of their building principal. Such leave shall be used for school visitations, chaperoning school-sponsored student trips, meetings sponsored by the Michigan Department of Education, and other school related functions.
- b) Such leave shall not be available for business related activities of the Association.

ARTICLE XIII
SABBATICAL LEAVE

A. The sabbatical leave is designed to provide opportunity for professional staff to improve their abilities and increase their value to the school district. This staff improvement is usually achieved by formal study or research and/or writing as approved by the Board upon the recommendation of the Superintendent.

The formal application shall include the following as applicable:

1. Formal study. An outlined plan of work intended to qualify teachers for higher credential or program of recognized courses intended to improve the teacher applicants in their field of endeavor.
2. Research and/or writing. The proposed undertaking shall be approved as it relates to the service of the teacher in the teacher's profession.

B. Qualifications.

A teacher possessing a permanent, continuing or professional education teaching certificate valid in Michigan and having been employed full-time for a period of seven (7) consecutive years in the Jonesville Community Schools system is eligible to apply for a sabbatical leave of absence.

C. Filing the Application.

Completed written applications for sabbatical leave must be filed with the Superintendent on or before March 1 of the year proceeding the academic year for which the leave is being requested. Once filed, the application may be withdrawn at any time prior to the date of action by the Board.

D. Review Committee.

The Educational Council as provided for in Article XIX will review all applications submitted. The Council will consult with the candidate and any other persons who can be of assistance to the Council in assessing the proposal on which the request for sabbatical leave is made.

E. Action.

The Superintendent will submit the recommendations of the Educational Council for sabbatical leave with name, along with any qualifying conditions of those applicants being recommended for a sabbatical grant to the Board on or before the second Wednesday in April preceding the academic year for which the leave is requested.

F. Notification.

1. Upon receipt of the application, the Superintendent will forward a written acknowledgement. At the conclusion of the preliminary screening of the applications, each teacher will be notified as to the status

of the teacher's application. The date for each notification will be no later than April 1; earlier if possible.

2. Upon action by the Board each teacher will be informed in writing as to the final disposition of the application. This notification will occur within five (5) days following the official action of the Board.

G. Execution of Agreement

Prior to the granting of sabbatical leave, each teacher will sign an agreement with the Board to comply with the following requirements:

1. Professional staff on sabbatical leave shall inform the Superintendent of any changes in the planned program and request their approval.
2. Professional staff returning from sabbatical leave shall submit a written report to the Superintendent within thirty (30) days after resumption of active service. The report shall include the names of the institutions attended, courses taken, and transcripts of credits received.
3. Professional staff agrees to serve three (3) years at the District after having returned from sabbatical leave. If three years of service are not completed after sabbatical leave, that person shall reimburse the school district for the salary received during such leave.

H. Change of Plans After Award

Should the teacher recipient of a sabbatical grant at a time prior to the effective date of the sabbatical leave wish to give up the grant and return to regular service, the teacher will notify the Superintendent in writing. If the teacher so notifies the Superintendent prior to the end of the school year, the teacher shall return to the teacher's assignment. If the teacher so notifies the Superintendent after the close of the school year, the teacher will have no legal claim to an assignment during the period of the sabbatical grant. The teacher will be given priority consideration to be assigned to an unfilled position for which the teacher is certified and qualified beginning fall 2006.

I. Quota

Prior to March 1 of each year the Board will specify the number of sabbatical leaves or the dollar amount for such purposes to be incorporated in the budget for the next fiscal year.

J. Salary Provision

An approved sabbatical leave of absence will carry an allowance of full fringe benefits and fifty (50) percent contractual salary subject to such deductions as are required by law or teacher election.

ARTICLE XIV
NON-COMPENSABLE LEAVE

A. Child Care

1. An unpaid child care leave shall be granted upon request of a teacher. An adoptive parent teacher may apply for a child care leave under these guidelines.
2. The teacher shall submit a written request to the Superintendent at least forty five (45) days prior to the effective date of the leave except in case of emergency. Said request shall include specific dates of the leave.
3. Leave for child care shall not exceed one (1) year. However, the Board may act to extend such leaves after reviewing pertinent data as presented by the teacher on leave.
4. Reinstatement shall be to the teacher's same regularly assigned duties.

B. Military Leave

A military leave of absence shall be granted to any teacher under contract who shall be drafted for military duty in any branch of the armed forces of the United States in accordance with the Military Selective Service Act, 50 USC App 451 et seq., or successor provision as otherwise required by law. Upon separation from the service, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period.

C. Other.

Requests for leaves of absences without pay can be submitted to the Superintendent and may be granted if, in his/her opinion such leave shall be of value to the District or the teacher.

D. While on unpaid leave, except family medical leave, such teachers may reimburse the Board for fringe benefits as per regulations of the insurance carriers.

E. The provisions of the Family Medical Leave Act of 1993 shall apply. These provisions will not provide teachers with any greater benefits than required by the Act. The Board reserves all rights granted by the Act. Upon return from leave of absence, the teacher shall return to his/her previously held position if available. If the previously held position is not available, he/she will be returned to a position for which the teacher is certified and highly qualified.

ARTICLE XV
TEACHER EVALUATION

Tenure in the Jonesville Community Schools shall be regulated by the Michigan Teacher Tenure Act No. 4 of the Public Acts of 1937, as amended.

A. Probationary Teachers

1. A "Mentor Teacher" shall be assigned to the probationary teacher by the building principal. The "mentor teacher" insofar as possible shall be a tenure teacher teaching in the same building, grade or discipline as the probationary teacher. It shall be the duty of the "mentor teacher" to assist and counsel the probationary teacher in acclimating himself to the teaching profession and the school system.
2. Probationary teachers shall be evaluated in writing (see Appendix "A") at least three (3) times each year. The time line for each evaluation is as follows: First evaluation prior to November 15; second evaluation prior to February 15; third evaluation prior to April 15. Each evaluation is to include at least two classroom observations conducted at least fifteen (15) days apart. These dates shall be adjusted based upon date of hire.
3. Each probationary teacher shall submit to the principal not later than the third Friday following Labor Day following the teacher's commencement of service a statement of his/her individual goals for the remainder of the school year. These goals include one (1) academic, one (1) personal, and one (1) enrichment goal.

B. Tenure Teachers

1. Tenure teachers will be evaluated in writing (see Appendix "A") a minimum of once every three (3) years prior to April 30th. The evaluation shall not be completed prior to October 1st of any school year. This performance evaluation shall be based on, but is not limited to, at least two (2) classroom observations at least thirty (30) days apart conducted during the period covered by the evaluation.
2. Tenure teachers shall submit to the principal not later than the third Friday following Labor Day following the teacher's commencement of service a statement of his/her individual goals for the remainder of the school year. The required contents of the goals are outlined in Section A3 above.
3. School Counselors who do not possess a teaching certificate will, upon completion of four years with the district, be considered as having completed their probationary period by the district for the purpose of evaluation, mentoring, and seniority

C. Mentor Teacher

1. In accordance with the Michigan Revised School Code 380.1526, each teacher in his/her first three (3) years in the classroom shall be provided a mentor teacher. In no instance will an administrator serve as a teacher mentor. The mentor shall be selected by the Administration from a list of tenured teachers in the District who have indicated an interest in mentoring and who meet the criteria of the Department of Education publication "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan." Teachers in the District will not be forced to be mentors. Every effort will be made to match mentor teachers and mentees who work in the same building and who have the same area of certification. Where possible, the mentor teacher and the mentee shall be assigned common preparation time. If there are an insufficient number of mentor teachers, retired teachers or college professors may serve as a mentor teacher provided that he/she shall be paid at the rate listed in Section 3 below.
2. The mentor teacher shall be available to provide professional support, instruction, and guidance. The purpose of the mentoring assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. It is understood that the mentor-mentee relationship shall be confidential and shall not be a matter included in the evaluation of the mentor teacher nor of the mentee. Neither mentor nor the mentee shall be permitted to participate in the evaluation of the other. The job description for mentors shall be in accordance with the Michigan Department of Education publication, "Guidelines and Recommendations for the New Teacher Induction/Teacher Mentoring Process in Michigan."
3. The mentor teacher assignment shall be for one (1) school year subject to review by the mentor teacher and mentee in April of each school year. The assignment may be renewed in succeeding years upon concurrence of the mentor, mentee, and the Administration. The mentor teacher shall be paid four hundred dollars (\$400) per mentee for the first year. If the mentee is placed on a plan of assistance, the payment will remain \$400.00. If the mentee is not on a plan of assistance, payment for the second year shall be \$300.00 and \$200.00 for the third year.
4. Mentees shall be provided with a minimum of fifteen (15) days of professional development during their first three (3) years of classroom teaching.

D. Teacher Observation.

All monitoring or observations of the work of a teacher shall be conducted openly and with full knowledge of the teacher.

E. Administrative Evaluation Report.

1. For the 2007-2008 school year one (1) full day or two (2) half days of Professional Development at the beginning of the school year shall be dedicated to the Charlotte Danielson evaluation process.
2. All reports must be discussed with each teacher prior to April 30. A teacher shall sign the evaluation report. Such signing may not constitute approval but merely an indication that the teacher has read the report. A teacher's refusal to sign the report shall be so noted by the principal with the date.
3. After the appraisal conference the teacher may wish to add a written statement to the original report, and such statements shall be attached to the evaluation.

F. Dismissal of a Tenure Teacher.

1. When a tenure teacher is not being recommended for re-employment under the provisions of the tenure act, the final evaluative report shall contain descriptive statements about the procedural due process to be utilized in such dismissal.

G. Teacher with Temporary Contract

In order to provide leaves as detailed in the Agreement (i.e. child care, sabbatical, etc.), the Board may offer one semester or two semester contracts to teachers who fill these temporary vacancies. Neither the administrative evaluation of such employees nor the temporary nature of their contract shall be governed by any section or part of this Article. Furthermore, the pre-dated termination of such temporary contract shall not be influenced, modified, nor changed because of any section or part of this Article. All teachers who possess such temporary contracts shall receive a wage agreement marked "TEMPORARY CONTRACT," which shall include a specified termination date.

H. Personnel Files.

Personnel files shall be kept in compliance with the provisions of the Bullard-Plawecki Employee Right to Know Act, Public Act 397 of 1978. Each teacher shall have the right, upon request, to review the contents of the teacher's personnel file maintained by the school system. The review will be made in the presence of the administrator responsible for the safekeeping of the file. A representative of the Association may, at the teacher's request, accompany the teacher in this review. Privileged information such as confidential credentials, letters of recommendation from universities, previous employers or individuals are specifically exempted from such file prior to the review of the file by the teacher. No material may be placed in the file without allowing the teacher an opportunity to file a response. After notification of such inclusion in the personnel file the teacher may file a response thereto, which shall become a part of said file.

ARTICLE XVI
GRIEVANCE PROCEDURE

- A. A claim by the teacher or the Association that there has been a violation, misinterpretation or misapplication of a provision of this Agreement may be processed as a grievance hereinafter provided.
- B. The teacher shall be entitled to Association representation at any informal or formal meetings with the Board and/or its representatives.
- C. The number of days indicated at each step of the Grievance Procedure are teacher workdays. In the summer recess days shall be defined as working days (Monday through Friday), excluding holidays.
- D. The Association may initiate a grievance directly at the Superintendent's level when either of the following conditions applies:
 - 1. A grievance involves a whole group of employees or an issue which applies to the unit as a whole,
or
 - 2. The action precipitating the grievance was initiated by management at a higher level than the immediate supervisor. When such grievances are initiated at the Superintendent's level, the normal grievance procedures shall be followed as set forth in this Article.

E. Informal Grievance Procedure.

In the event that the teacher or the Association believes that there is a basis for a grievance, the discussion of the alleged grievance shall occur with the building administrator within ten (10) work days of the occurrence or discovery thereof of the alleged violation, misinterpretation or misapplication of the provision of this Agreement. If no mutually agreeable solution has been reached within five (5) work days after the discussion, the teacher or the Association may proceed to Step 1 of the formal grievance procedure.

F. Formal Grievance Procedure.

Step 1. In order to invoke the formal grievance procedure, within twenty (20) work days of the occurrence or discovery of the alleged grievance the teacher or the Association shall complete the grievance form provided in Appendix "E" of the Agreement. The administrator or the secretary shall sign for the receipt of the grievance with the date when the teacher or the Association presents the completed grievance form to the principal. The administrator shall write a disposition of the grievance within five (5) work days of the receipt of the grievance and shall furnish a copy to the teacher and the Association.

Step 2. If the Association is not satisfied with the disposition of the grievance by the administrator, the grievance shall be transmitted to the Superintendent within ten (10) work days. The Superintendent or his/her secretary shall sign for the receipt of the grievance form with the date. The Superintendent will

conduct a formal hearing of the grievance within ten (10) work days of its receipt and shall furnish a copy to the teacher and the Association.

Step 3 If the Association is not satisfied with the disposition of the grievance by the Superintendent or if no disposition has been made within five (5) work days of such meeting, the grievance shall be transmitted to the Board within ten (10) work days by filing a written copy thereof with the secretary or other designee of the Board who shall sign for the receipt of the grievance form with the date. The Board, no later than the next regular Board meeting or within fifteen (15) work days, whichever shall be later. After the receipt of the grievance, the Board shall conduct a formal hearing of the grievance. Disposition of the grievance in writing by the Board shall be made no later than ten (10) work days thereafter. A copy of such disposition shall be furnished to the Association and the teacher when identified.

Step 4. If the Association is not satisfied with the disposition of the grievance by the Board or if no disposition has been made within the period provided, the grievance may be submitted to arbitration before an impartial arbitrator. The Association must notify the Board of its intent to pursue arbitration within twenty (20) work days of the receipt of the Board's disposition or within twenty (20) work days of the Board hearing if no disposition has been rendered by the Board. If the parties cannot agree on the selection of the arbitrator within ten (10) work days from the notification date that arbitration will be pursued, the arbitrator shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. Neither the Board nor the Association shall be permitted to assert in such arbitration proceedings any ground or rely on any evidence not previously disclosed to the other party.

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

- a) He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
- b) He/she shall have no power to establish salary scales.
- c) He/she shall have no power to interpret State or Federal laws.
- d) More than one grievance may not be considered by the arbitrator at the same time except upon the express written mutual consent of the parties and then only if the grievances are of a similar nature.
- e) The fees shall be shared equally between the parties.
- f) Both parties agree to be bound by the award of the arbitrator, and the judgment thereon may be entered in any court of competent jurisdiction.

G. Guidelines

1. The time limits provided in the article shall be strictly observed but may be extended by written agreement of the parties.
2. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen there under may be processed through the grievance procedure until resolution.
3. When any time limits are not adhered to, except as provided in Section 2 above, the grievance is awarded to the party not violating the time limits.
4. All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. When a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the formal grievance procedure.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. No reprisals of any kind shall be taken by or against any party of interest or participant in the grievance procedure by reason of such participation.
7. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
8. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance, with the exception of argument to be presented by either side in arbitration.
9. Hearings and meetings at all grievance levels will be established by mutual agreement between the Board and the Association. In no case will there be a loss of pay for attendance at such proceedings.

ARTICLE XVII
NEGOTIATION PROCEDURE

- A. Neither the Association nor the Board shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district.
- B. Copies of this Agreement shall be printed at the joint expense of the Board and the Association and presented to all teachers now employed or hereafter employed by the Board.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- E. The principal and Association Building Representative shall meet as needed for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to bypass the grievance procedure.
- F. The Board agrees not to contract out Schedule B assignments unless otherwise provided in this Agreement.
- G. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties have established a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Board, as that term is defined by PERA.

ARTICLE XVIII
RETIREMENT

Teachers retiring and qualifying for payments under the Michigan Public School Employees Retirement System or the Federal Social Security System shall be reimbursed at the rate of \$75.00 per day for accumulated personal days, but not to exceed one hundred seventy five (175) days paid into a negotiated tax deferred annuity (ex: 403B) plan at the Board of Education's expense.

ARTICLE XIX
EDUCATIONAL COUNCIL

- A. There shall be an Education Council composed of up to nine (9) members. The Association President and up to four (4) members which are appointed by the Association President and the Superintendent and up to three (3) members appointed by the Superintendent.
- B. The Educational Council shall meet no later than the first Wednesday in October to elect a chairperson and to determine the meeting dates for the year.
- C. The Educational Council shall concern itself with the discussion and study of subjects relating to the school system. The Council shall establish elementary and secondary subcommittees and other such subcommittees as it shall deem necessary.
- D. In no way is the Council intended to provide a bypass in the grievance procedure.
- E. The recommendation of the Council to the Administration shall be in an advisory capacity.

Each year the Council will establish a list of ongoing concerns to both the administration and the teachers for study during the next school year.

ARTICLE XX
SCHOOL CALENDAR

- A. For the term of this contract there shall be one hundred seventy two (172) full days of instruction, four (4) professional development days and, two (2) parent-teacher conference days. See Appendix G.
- B. In the event of school being canceled due to weather conditions or other emergencies the days/hours will be made up at the end of the school year. In addition, if requirements change regarding days/hours necessary to meet the State of Michigan minimal standards, the Board will consult with the Association in order to correct the problem.

ARTICLE XXI

SALARY ADMINISTRATION

- A. Newly Employed Teachers: Unlimited years of previous teaching experience in other Districts may be accepted in placing new teachers on the salary schedule.
- B. Since a regular full-time teacher teaches for five (5) class periods and one seminar period and receives six-sixths (6/6) and one (1) full conference period, each part-time contract will be interpreted from that model. Fractions will also be used if an alternate schedule is agreed upon by the Association and Board of Education.

Examples:

1. The part-time teacher with four (4) class periods of assignments will be paid four-sixths (4/6) of a full salary and benefits and will be expected to remain for four-sixths (4/6) of a conference period. This teacher's yearly salary increase shall be four sixths (4/6) of the amount a full-time teacher receives.
2. The part-time teacher with three (3) class periods of assignments will be paid three-sixths (3/6) of a full salary and benefits and be expected to remain for three-sixths (3/6) of a conference period. This teacher's yearly salary increase shall be three-sixths (3/6) the amount a full-time teacher receives.
3. The part-time teacher with two (2) class periods of assignments will be paid two-sixths (2/6) of a full salary and benefits and be expected to remain for two-sixths (2/6) of a conference period. This teacher's yearly salary increase shall be two-sixths (2/6) the amount a full-time teacher receives.
4. Teachers teaching more than a normal number of class assignments six (6) will be paid according to the previous model also.

Example:

- a. A teacher having seven (7) class periods of assignments will be paid seven-sixths (7/6) of a full salary. Such increased assignments and increased salaries shall not affect the awarding of fringe benefits as per this Agreement.

C. Extended Contracts

1. Compensation for individual services which teachers have been contracted for a period of time exceeding the normal school year shall be made by increasing the individual's basic step amount by the following formula:

$$\text{Amount of increase} = \frac{D-N}{N} \times \text{step amount}$$

N = number of contract days in full school year

D – number of contract days in the teacher's contract.

Example: If there were 188 days in a full contract year (N) and 203 contract days (D) in the contract of a teacher whose salary was based on step D-6, the

$$\text{Amount of increase} - \frac{203 - 188}{188} \times \text{step amount D-6}$$

2. If the teacher will be teaching less than six (6) full periods per day during the extended period, then the amount of increase will be given by the following formula:

$$\text{Amount of increase} = \frac{H(D-N)}{6N} \times \text{step amount}$$

H = number of class periods per extended contract day.

Example: If the teacher in Example 1 were teaching two (2) classes per day during the extended period of his/her contract, then

$$\text{Amount of increase} = \frac{2(203 - 188)}{6 \times 188} \times \text{step amount D-6}$$

- D. Longevity. After twelve (12) years of continuous service in the District teachers will receive longevity according to Appendix H. The longevity scale increases by \$65.00 per additional year on the vertical axis. The longevity scale increased by \$15.00 per year on the horizontal axis.

For the 2010-2011 and 2011-2012 school years all teachers receiving longevity shall also receive a one-time four hundred dollar (\$400) payment off schedule. This payment shall be made in the second pay in December each year.

E. Extra Duty.

1. The Board retains the prerogative of filling the positions listed on Appendix B.
2. The Board retains the prerogative of assigning extra duties to incumbent coaches for the ensuing school year upon the recommendation of the administration and acceptance by said coach of such position and will not post those reassigned extra duties as vacant.
3. Any position not filled under the provisions in #2 above shall be posted. It is the Board's intent to fill vacant extra duty athletic positions with existing staff where they are the best qualified for the position.
 - a) All applications will be evaluated on the following criteria:
 - 1) Demonstration of ability to work with young people.
 - 2) Evidence of maturity, character, and physical health.
 - 3) Evidence of basic knowledge of techniques and rules of the sport.
 - 4) Sufficient background knowledge of or has received instruction in interscholastic athletic philosophy, emergency procedures, liability, and Michigan High School Athletic Association regulations to perform the duties and responsibilities required.
 - 5) Teachers who apply for posted positions of extra duty and who meet the criteria cited in items 1, 2, 3, and 4 above will be awarded the position.
4. Supplementary contracts shall be offered as non tenure contracts and the Board may void the contract at any time for any of the following reasons:
 - a) Insufficient student interest in that activity.

- b) Lack of funds.
 - c) Position is abolished. If the position is abolished after the teacher has been on the job, the teacher will be paid on a prorated basis for the time worked.
5. Assignments to this extra duty position and the pay rate attached in Appendix B terminates at the end of the school year and shall not constitute tenure payment nor a tenure assignment to the position and salary listed.
 6. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher. Teachers employed in extra duty assignments shall be paid in accordance with the salary provisions on Appendix B.
 7. In no case shall anyone hired from outside the bargaining unit be paid at a rate in excess of that established in Schedule B.
 8. Duties of Department Chairpersons
 - a) To call and chair necessary meetings of the department.
 - b) To develop, with department members, a single departmental budget to be presented to the principal and to requisition necessary departmental budget items.
 - c) To work with their departments to make recommendations to the areas of curriculum development and textbook adoption.
 - d) To meet from time to time with the principal in order to facilitate communications.
- F. Description of Salary Levels.
1. Level A: Those teachers holding a Bachelor's degree and a current Michigan teaching certificate.
 2. Level B: Those teachers holding a Bachelor's degree plus eighteen (18) semester hours of graduate coursework and a current Michigan teaching certificate.
 3. Level C: Those teachers holding a Master's degree and a current Michigan teaching certificate.
 4. Level D: Those teachers holding a Master's degree plus thirty (30) semester hours of graduate coursework and a current Michigan teaching certificate.
 5. Teachers who have been hired and have an out of state teaching certificate will be placed at the appropriate level but will be required to take the next available competency test and meet all requirements for the Michigan teaching certificate for their area.
- G. Movement to the next step of the salary schedule will be automatic at the beginning of each school year. Movement across the columns to the appropriate salary level will be automatic at the beginning of each year and semester provided the teacher has completed the requirements for placement on the levels as specified in Section F above.
- H. For the 2010-2011 School year the salary schedule shall be improved by .5% retroactive to the beginning of the school year. Retroactive payment shall be spread evenly over checks beginning with the first pay in November 2010.
- For the 2011-2012 school year it is understood that additional revenue received by the district based on spring blended student count and state per pupil allowance shall result in additional monies paid off schedule in one lump check to all employees by or before June 25, 2012.

Formula: Blended count difference between 2010-2011 and 2011-2012 x \$2,000 divided by number of teachers.

I. Fringe Benefits.

The Board shall provide to the bargaining unit members either MESSA Choices II PAK A or PAK B described below for a full twelve (12) month period for each year of this Agreement for the teachers and their eligible dependents as defined by MESSA, including sponsored dependents.

Teachers electing health insurance will have a choice of: MESSA Choices II PAK A or PAK B.

PAK A

MESSA Choices II

Health Insurance

\$200/\$400 In Network Deductible

\$400/\$800 Out of Network Deductible

Rx

\$10.00/\$20.00

MESSA Life Insurance

\$20,000 + AD&D

MESSA/Delta Dental Plan

Class I at 75%

Class II at 75%

Class III at 75%

Class I, II & III Annual Maximum = \$1,000

Class IV 50% Lifetime Maximum of \$1,000 / household member

MESSA/Vision Service Plan

VSP3 Gold

MESSA LTD

66 2/3% of Max Eligible Salary

Maximum Monthly Benefit \$5,000.00

Max Eligible Monthly salary \$7,500.00

90 Calendar Days Modified Fill Elimination Period

COLA No

Mental/Nervous Same As Illness

Alcohol/Drug Same As Illness

5% Minimum Payout

Pre-existing Limits Waived

Family Social Security Offset

No Survivor Income

Freeze on Offsets

No Educational Supplement

2 Year Own Occupation

PAK B

Those members not electing health insurance shall receive \$250 per month cash in lieu of health insurance. PAK B, which shall include the following benefits:

MESSA Life Insurance

\$30,000 + AD&D

MESSA/Delta Dental Plan

Class I at 75%

Class II at 75%

Class III at 75%

Class I, II & III Annual Maximum = \$1,000

MESSA/Vision Service Plan
MESSA LTD

Class IV 50% with Lifetime Maximum of \$1,000 / household member
VSP3 Gold
66 2/3% of Max Eligible Salary
Maximum Monthly Benefit \$5,000.00
Max Eligible Monthly salary \$7,500.00
90 Calendar Days Modified Fill Elimination Period
COLA No
Mental/Nervous Same As Illness
Alcohol/Drug Same As Illness
5% Minimum Payout
Pre-existing Limits Waived
Family Social Security Offset
No Survivor Income
Freeze on Offsets
No Educational Supplement
2 Year Own Occupation

Beginning with the 2011-2012 school year the Board will pay the first 6% of the actual premium cost of MESSA Choices II PAK A. Any increase over 6% shall be shared equally between the Board and the Employee. The employee share of the premium shall be paid through payroll deduction using a 125 Plan. The employee's share of the monthly premium due will be based on premiums due from September 1 through August 31.

The increase or decrease in the dollar amount of the employee's contribution toward the premium due to a change in the premium cost during that twelve (12) month period will be reflected equally in each payroll deduction for the payrolls remaining in the contract year for each employee.

Should the Association wish to alter the benefit coverage level to MESSA Choices II for the 2011-2012 school year, it will contact the Superintendent. Any such change must be agreed to by both the Board and the Association and will have to be ratified by the respective parties prior to any implementation.

Beginning 2011-2012 any member contributions to MESSA will be deducted from each payroll in equal amounts on the 10th and 25th of each month

The Board shall provide a Premium Conversion Account, which permits a member's contribution towards premiums to be paid with pretax dollars.

The Board has adopted a qualified plan document which complies with Section 125 of the Internal Revenue Code. Teachers electing to use the Premium Conversion Account shall do so through a Salary Reduction Agreement and payroll deduction.

All costs relating to the implementation and administration of benefits under the program shall be borne by the Board.

2. Teachers will be reimbursed the tuition costs of graduate classes up to two hundred fifty dollars (\$250.00) dollars per year upon successful completion and verification of such to the superintendent. A minimum grade of 3.0 is required for eligibility.
3. Schedule of Payments. The Board shall provide either nineteen (19) or twenty four (24) equal payments of salary. Teachers are to notify the business office two (2) weeks prior to the first pay period of the start of school regarding having equal payments of nineteen (19) or twenty four (24). If the business office has not been contacted, the pay periods will be based on twenty four (24). Payroll payments will take place the 10th and 25th of each month. If the 10th or 25th falls on a weekend, holiday, or scheduled day off school, payment will take place the prior scheduled school day
4. The Board shall pay the retirement premium on all contractual dollars to the Michigan School Employees Retirement System for all teachers in this bargaining unit.
5. The Board will provide a Cafeteria Plan which complies with Section 125 of the Internal Revenue Code. The Cafeteria Plan is intended not to change any benefits except as required by Section 125.

ARTICLE XXII
CHARTER SCHOOLS

- A. The District will provide notice to the Association of any contact, correspondence, or inquiry regarding a public school academy application made to the District, or an application to an ISD, community college, or public university of which it has knowledge.
- B. In the event that a charter school is started in the District, this contract will be reopened for the purpose of dealing with those subjects and provisions related to the operation of a charter school.

ARTICLE XXIII
LEAST RESTRICTIVE ENVIRONMENT AND MEDICALLY FRAGILE STUDENTS

- A. Application of this Article shall apply to special education students.
- B. Mainstreaming is defined as the placement of an identified special education student referenced above in Section A into a regular education program for any part of the regular school day. When a general education classroom teacher is assigned a special education student as set forth above, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of bodily functions (e.g. tracheotomy, custodial care, etc.) related to the student's impaired condition. The teacher shall be informed and instructed as to emergency measures which may be necessary on occasion due to the student's impaired condition. Otherwise, it shall be the teacher's responsibility to implement the student's individualized educational plan and for attending to the educational needs of the student while in the teacher's class. In addition to other established procedures, the student's special education teacher will have the responsibility of contacting the general education teacher(s) for purposes of sharing pertinent information, discussing the special needs of said students, and addressing other appropriate issues as same may arise.
- C. If any teacher has a reasonable basis to believe that a handicapped student's current individual Education Plan (IEP) is not meeting the student's unique needs as required by law, the teacher will advise his/her principal of that opinion in writing.
- D. On a case-by-case basis, the District will determine what training, if any, will be necessary for the general education teacher who has a mainstreamed student as set forth in Section B assigned to his/her classroom.
- E. A Least Restrictive Environment Committee process is hereby established.
 - 1. The Committee process will be ad hoc and composed of two (2) teachers and two (2) administrators, all of whom will be selected in accordance with the respective parties' procedures. At least one (1) of the teachers will be a special education teacher and one (1) administrator shall be the Special Education Director.
 - 2. The Committee shall convene upon written request of a general education teacher who is seeking assistance in resolving a problem(s) related to a mainstreamed student in his/her classroom. The Committee shall convene within five (5) work days of receipt of the teacher's request.

3. The teacher's request will provide evidence that the teacher has reasonably exhausted avenues of available assistance and guidance from special education staff and the building principal. Additionally, the teacher will provide a written description of the problem(s).
 4. After its review, the Committee shall issue a written recommendation in response to the teacher's request for assistance. The written recommendation of the Committee will be submitted to the Superintendent for review and consideration within ten (10) days of the receipt of the request from the general education teachers.
 5. The Superintendent will submit recommendations in writing within five (5) days of the receipt of the written recommendations from the Committee. The decision of the Superintendent shall be final and not subject to the grievance procedure
- F. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any individual handicapped student should participate in regular education programs and services involves considerations of the student's unique needs as determined by an Individual Education Planning Committee (IEPC). It is agreed that the handicapped student's participation and right to participate in regular education programs and service cannot be affected by this Agreement.
- G. The District shall determine the need for a teacher, who will be providing instructional or other services to a handicapped student to participate in the IEPC which may initially place (or continue the placement of) the student in a regular education classroom. The District shall provide release time in the event the District directs or authorizes a teacher to attend an IEPC which is scheduled during the time the teacher is assigned to teach a class.

ARTICLE XXIV
DURATION OF AGREEMENT

- A. This agreement incorporates the agreement reached by the parties on all agreed issues which were subjects of negotiation. This Agreement may be altered, changed, added to deleted from or modified only through the voluntary mutual consent of the parties as an amendment of this Agreement.
- B. This Agreement shall be effective as of September 1, 2010, and shall continue in effect until August 31, 2012. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

THE BOARD

By Michael Potts
By Joey Curson
By Penny Dauster
Date Signed 10-6-10

Board Bargaining Team:

Michael Potts, Superintendent

Penny Dauster, Board of Education

Joey Curson, Principal

FOR THE ASSOCIATION

By Autumn Long
By Jim Watson
By Sally Wood
By _____

By _____

By _____

By 4C UBA Cynthia Moore

By MEA/NEA Diane Langan

Date Signed 10-6-10

JEA Bargaining Team:

Jim Watson, EA President

Sally Wood, Negotiator

Autumn McCavit, Negotiator

Diane Langan, MEA UniServ Director

APPENDIX A

EVALUATION FORM

It is agreed and understood that a new teacher evaluation process that will encompass the Charlotte Danielson Frameworks for Teaching evaluation model will be implemented. The parties agree to meet and negotiate mutually agreeable changes to the evaluation model as the need arises.

Joint training for administrators and teaching staff in Charlotte Danielson Frameworks for Teaching will be completed prior to the initiation of the program.

A team of administrators and teachers shall receive Framework Observation Program (FOP) training prior to initiation of the program.

Training during the school year shall be scheduled as release/in-service time.

The rights and protections currently outlined in the Collective Bargaining Agreement regarding the evaluation process will remain intact.

APPENDIX A

Guideline and Procedures for Observation

Observation Dates Arranged	Pre-Conference	Observation	Summary Meeting
Pre-Conference	Observation date and time confirmed	Administrator will complete Observer Notes	Held within five school days of the Observation Conference
Classroom Observation			Administrator will share feedback form and summative evaluation

Procedures

1. Dates for classroom observation and pre-conference will be arranged.
2. Pre-observation conference conducted by administrator and educator prior to observation.
3. A summary meeting will occur within five (5) school days of the lesson observation; to debrief the lesson, allow for clarifying questions, and enable the collection of additional evidence.

**Jonesville Community Schools
Teacher Evaluation Form**

Teacher: _____ Evaluator: _____

Tenured Probationary 1st yr. 2nd yr. 3rd yr. 4th yr.

Building: _____ Observation date(s): _____ Evaluation Dates: _____

Type of Report Annual ___ Periodic ___ Obser. ___ Progress ___

This instrument recognizes the need for adequate and proper evaluation of all professionals pursuant to Article XIV of the Master Agreement between the Jonesville Community Schools Board of Education and the 4-C unified Bargaining Association, MEA-NEA.

The process of evaluation indicates the evaluator’s perception of the professional’s performance, verifies this perception with written comments, and offers specific suggestions for improvement in the area(s) marked unsatisfactory. Detailed descriptions of each of the components on this form can be found in *Enhancing Professional Performance: A Framework for Teaching*, by Charlotte Danielson (1996) ASCD. Copies of this book are available in each building and shall be provided to each new teacher hired beginning 2005-2006.

Components of the Evaluation

1. Planning and Preparation:

- | | |
|---|--|
| 1a. Demonstrating Knowledge of Content and Pedagogy | 1d. Demonstrating Knowledge of Resources |
| 1b. Demonstrating Knowledge of Students | 1e. Designing Coherent Instruction |
| 1c. Selecting Instructional Goals | 1f. Assessing Student Learning |

2. The Classroom Environment:

- | | |
|--|-------------------------------|
| 2a. Creating an Environment of Respect and Rapport | 2d. Managing Student Behavior |
| 2b. Establishing a Culture for Learning | 2e. Organizing Physical Space |
| 2c. Managing Classroom Procedures | |

3. Instruction:

- | | |
|--|------------------------------------|
| 3a. Communicating Clearly and Accurately | 3d. Providing Feedback to Students |
| 3b. Using Questioning and Discussion Techniques | 3e. Engaging Students in Learning |
| 3c. Demonstrating Flexibility and Responsiveness | |

Appendix A (2 of 2)

4. Professional Responsibilities

4a. Reflecting on Teaching

4b. Maintaining Accurate Records

4c. Communicating with Families

4d. Contributing to the School and District

4e. Growing and Developing Professionally

4f. Showing Professionalism

EVALUATOR'S NARRATIVE REMARKS (Including IDP Progress Assessment-if applicable):

Where a teacher has received a rating on an evaluation criterion of "improvement needed" or "unsatisfactory" the rating shall be substantiated with specific examples. In addition, the teacher and principal shall consult regarding a goal statement.

Overall performance of the Teacher

Meets or Exceeds Acceptable Standards

Unsatisfactory

Signatures:

Teacher: _____

Date: _____

Evaluator: _____

Date: _____

The teacher's signature indicates the report was received; it does not necessarily denote agreement with every factor of the evaluation. The teacher has the right to attach a statement to this evaluation if the teacher disagrees with factors included in this report, and/or the opportunity to have a different observer.

APPENDIX B
EXTRA DUTY SCHEDULE

(Percentage)

Baseball	Head Varsity		10%
	Assistant Varsity		5%
	JV		5%
	Girls Softball		10%
	JV Softball		5%
Basketball	Head Boys Varsity		11%
	Boys JV		7%
	Boys 9 th Grade		6%
	Head Girls Varsity		11%
	Girls JV		7%
	Girls 9 th Grade		6%
	Jr Hi Boys (one person)		7%
	Jr Hi Boys (two persons)	each	5%
	Jr Hi Girls (one person)		7%
	Jr Hi Girls (two persons)	each	5%
	Jr Pro Boys Elementary		3%
	Girls Elementary		3%
Cheerleading	JV and Varsity (Fall and Winter) Competitive/Sideline		7%
	7 th Grade-Sideline		4%
	8 th Grade-Sideline		4%
	7 th and 8 th Grade Competitive		4%
Cross Country	Varsity Coed (one team-same season)		6%
	Varsity Boys or Girls (separate coaches)	each	5%
	Varsity (two separate teams – one coach)		8%
	Jr Hi Coed		5%
Football	Head Varsity		11%
	Assistant Varsity		8%
	JV		8%
	Assistant JV		6%
	Assistant 9 th Grade		5%
	Jr Hi Flag		3%
	Elementary Flag		3%
	Varsity Coed (one team)		7%
Golf	Boys Varsity		5%
	Girls Varsity		5%
	Varsity Boys and Girls (two separate teams-one coach)		8%
	Supervisor		3%
Jump Rope Team	Varsity		10%
	JV		6%
Soccer	Varsity Coed		7%
	Boys Varsity		5%
	Girls Varsity		5%

Track	Varsity Boys and Girls (Two separate teams-one coach)		8%
	Boys Varsity		10%
	Assistant Boys Varsity		5%
	Girls Varsity		10%
	Assistant Girls Varsity		5%
	Assistant Boys and Girls Varsity		7%
	Jr Hi Coed		6%
Volleyball	Jr Hi (two persons)	each	4%
	Head Varsity		10%
	JV		7%
	Jr Hi (one person)		5%
	Jr Hi (two person)	each	4%
Weight Lifting	Elementary		3%
	Supervisor		3%
Wrestling	Head Varsity		10%
	Assistant Varsity		7%
	Jr Hi		5%
	Elementary		3%

NON-ATHLETIC

Band Director			10%
Class Advisors	12 th Grade		\$500
	11 th Grade		\$500
	10 th Grade		\$350
	9 th Grade		\$350
Department Heads	High School		\$300
Test Coordinator (HS counselor)			\$1000
MS Team Leaders (6,7,8)			\$300
Drama Club			\$200
Elementary Math Club/Investors Club			\$300
Elementary Science Club			\$300
Fair Board	Chairperson		\$125
	Grade Representatives		\$35
Flag Corp			\$500
Homecoming	Chairperson (Fall and Winter)	each	\$100
Mentor Teacher		See Article XV, Section C, Part 3 for details	
National Honor Society	Senior High		\$500
Play Director	(Per Play)		\$500
Musical Director to the musical production (per play)			\$500
Playground Duty	(Per Semester)		\$1000
Quiz Bowls	High School - \$300	Plus per bowl	\$50
	Junior High - \$200	Plus per bowl	\$50
	Elementary - \$100	Plus per bowl	\$50
Safety Patrol Supervisor			\$500
Students Against Destructive Decisions (SADD)			\$300

Student Council		\$300
Substituting	per hour	\$20
Web Page Coordinator		\$1000
Year Book		\$750
Year-Book (Alt Ed.)		\$250
Elementary Yearbook		\$400
Middle School Yearbook		\$400

Appendix B percentages shall be computed on the individual's appropriate salary column (A, B, C, or D) with credit for each year of experience in that sport or activity for all coaches or sponsors who were active in 1989-90 in a particular sport or activity or who have ever had experience in that sport or activity in the Jonesville Schools. For individuals not so grandfathered, Appendix B percentages shall be computed on Column "A" of the salary schedule with credit for each year of experience in that sport or activity to a maximum of then (10) years.

APPENDIX C
SCHEDULING PERSONAL BUSINESS DAYS

Name: _____ Date: _____

Notice for scheduling personal business day on: Date

.....

Is this notice made as an emergency requiring less than three (3) days advance notice?

Yes No (Please circle one)

.....

The utilization of this day as a personal business day is in conformity with the terms of the Master Agreement and does not require the administrator's signature of approval.

Teacher's Signature

Principal's Signature/Designee
(indicates application date/receipt date)

.....

If the day(s) is to be used before or after a semester, scheduled vacation, or on scheduled parent-teacher conference days, check one of the following reasons:

- _____ Court Case
- _____ Legal Personal Business
- _____ Serious illness in the Immediate Family
- _____ Emergency
- _____ Other Reason Approved by the Principal

Principal's Signature

Date

APPENDIX D
SALARY INDEX SCHEDULE

	LEVEL A	LEVEL B	LEVEL C	LEVEL D
1.	1.000	1.0550	1.1130	1.1742
2.	1.0500	1.1078	1.1687	1.2329
3.	1.1025	1.1631	1.2271	1.2946
4.	1.1576	1.2213	1.2884	1.3593
5.	1.2155	1.2824	1.3529	1.4272
6.	1.2763	1.3465	1.4205	1.4986
7.	1.3401	1.4138	1.4915	1.5735
8.	1.4071	1.4845	1.5661	1.6522
9.	1.4775	1.5587	1.6444	1.7348
10.	1.5513	1.6367	1.7266	1.8216
11.	1.6289	1.7185	1.8130	1.9126
12.	1.7103	1.8044	1.9036	2.0083

APPENDIX D

2008-2009 SALARY SCHEDULE

	BA	BA + 18	MA	MA + 30
STEP	Level A	Level B	Level C	Level D
1	\$32,982	\$34,796	\$36,709	\$38,728
2	\$34,632	\$36,538	\$38,547	\$40,664
3	\$36,363	\$38,362	\$40,473	\$42,699
4	\$38,180	\$40,281	\$42,494	\$44,833
5	\$40,091	\$42,297	\$44,622	\$47,072
6	\$42,095	\$44,411	\$46,851	\$49,427
7	\$44,199	\$46,630	\$49,194	\$51,897
8	\$46,409	\$48,962	\$51,654	\$54,494
9	\$48,731	\$51,410	\$54,237	\$57,218
10	\$51,165	\$53,982	\$56,948	\$60,081
11	\$53,725	\$56,680	\$59,797	\$63,082
12	\$56,409	\$59,513	\$62,785	\$66,238

2009-2010 SALARY SCHEDULE

Increase of 0.00% from 2008-09 Salary Schedule

	BA	BA + 18	MA	MA + 30
STEP	Level A	Level B	Level C	Level D
1	\$32,982	\$34,796	\$36,709	\$38,728
2	\$34,632	\$36,538	\$38,547	\$40,664
3	\$36,363	\$38,362	\$40,473	\$42,699
4	\$38,180	\$40,281	\$42,494	\$44,833
5	\$40,091	\$42,297	\$44,622	\$47,072
6	\$42,095	\$44,411	\$46,851	\$49,427
7	\$44,199	\$46,630	\$49,194	\$51,897
8	\$46,409	\$48,962	\$51,654	\$54,494
9	\$48,731	\$51,410	\$54,237	\$57,218
10	\$51,165	\$53,982	\$56,948	\$60,081
11	\$53,725	\$56,680	\$59,797	\$63,082
12	\$56,409	\$59,513	\$62,785	\$66,238

APPENDIX D

2010-2011 SALARY SCHEDULE

Increase of		from 2009-10 Salary Schedule			
0.50%		BA	BA + 18	MA	MA + 30
STEP	Level A	Level B	Level C	Level D	
1	\$33,147	\$34,970	\$36,892	\$38,921	
2	\$34,805	\$36,721	\$38,740	\$40,867	
3	\$36,544	\$38,554	\$40,675	\$42,912	
4	\$38,371	\$40,482	\$42,707	\$45,057	
5	\$40,291	\$42,508	\$44,845	\$47,308	
6	\$42,306	\$44,633	\$47,086	\$49,674	
7	\$44,420	\$46,863	\$49,440	\$52,157	
8	\$46,641	\$49,207	\$51,912	\$54,766	
9	\$48,975	\$51,667	\$54,508	\$57,504	
10	\$51,421	\$54,252	\$57,232	\$60,381	
11	\$53,994	\$56,963	\$60,096	\$63,398	
12	\$56,692	\$59,811	\$63,099	\$66,569	

2011-2012 SALARY SCHEDULE

Increase of		from 2010-11 Salary Schedule			
1.00%		BA	BA + 18	MA	MA + 30
STEP	Level A	Level B	Level C	Level D	
1	\$33,479	\$35,320	\$37,261	\$39,310	
2	\$35,153	\$37,088	\$39,127	\$41,276	
3	\$36,910	\$38,939	\$41,082	\$43,341	
4	\$38,755	\$40,887	\$43,134	\$45,508	
5	\$40,694	\$42,933	\$45,293	\$47,781	
6	\$42,729	\$45,079	\$47,556	\$50,171	
7	\$44,864	\$47,332	\$49,934	\$52,678	
8	\$47,108	\$49,699	\$52,431	\$55,314	
9	\$49,464	\$52,184	\$55,053	\$58,079	
10	\$51,935	\$54,795	\$57,805	\$60,985	
11	\$54,534	\$57,533	\$60,697	\$64,032	
12	\$57,258	\$60,409	\$63,730	\$67,235	

APPENDIX E
GRIEVANCE REPORT FORM

Jonesville Chapter of the 4-C Unified Bargaining Association, Jonesville Community Schools

Building: _____

Name of Grievant _____ Date Filed _____

Step One

1. Date Cause of Grievance Occurred or Discovered: _____

2. Statement of Grievance with Reference to Portions of Master Agreement Allegedly Violated, Misapplied, etc,

3. Relief Sought:

Signature of Principal's Secretary or
Principal at receipt of Grievance with Date

Signature of Grievant or Association Representative
with Date

4. Disposition of Principal:

Signature of Principal with Date

5. Position of Association:

Signature of Association Representative with Date

Appendix E Cont'd
Step Two

1. Signature of Superintendent's Secretary or Superintendent at receipt of grievance with date: _____

2. Disposition of Superintendent: _____

Signature of Superintendent with Date

3. Position of Association: _____

Signature of Association Representative with Date

Step Three

1. Signature of Secretary of Board of Education at receipt of grievance with date: _____

2. Disposition of Board of Education: _____

Signature of Secretary of Board of Education with Date

Step Four

1. Date Submitted to Arbitration: _____

2. Disposition and Award of Arbitrator: _____

**APPENDIX F
JONESVILLE COMMUNITY SCHOOLS**

JONESVILLE, MICHIGAN

SUPPLEMENTARY SALARY NOTICE

TO: _____ DATE: _____

EXTRA PAY FOR EXTRA DUTY

This supplementary salary notice covers extra pay for extra assignments for the school year: _____

This supplementary salary is provided in lieu of released time to carry on the functions, responsibilities and duties as hereinafter set forth.

ASSIGNMENT	SALARY
_____	_____
_____	_____
_____	_____
_____	_____
TOTAL	_____

Assignment to this extra duty position and the rate of pay attached terminates at the end of the _____ school year, and shall not constitute a tenure payment or a tenure assignment to the position and salary listed on this notice.

Please acknowledge your acceptance of this assignment by signing and returning to the Office of the Superintendent.

BY: _____ BY: _____
Faculty Personnel Superintendent

DATE: _____

APPENDIX G

2010-11 CALENDAR Jonesville Community Schools

AUGUST

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			

Teacher In-Service-31st

SEPTEMBER

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	

Teacher In-Service-1st

No School-Labor Day-6th

1st Day of School-7th

No School-Fair, In-Service-27th

OCTOBER

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

P/T Conferences-

MS 18th & 19th

HS 19th & 20th

ES 20th & 21th

No School-22nd

NOVEMBER

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

First Trimester Ends-24th

Thanksgiving Break-25th & 26th

DECEMBER

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

Dismiss for Break-21st

Christmas Break-22nd-Jan 2nd

JANUARY

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

School Resumes-3rd

P/T Conferences-

MS 19th & HS 20th

FEBRUARY

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

Second Trimester Ends-25th

MARCH

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

MME Testing 1st, 2nd, 3rd

P/T Conferences- ES 9th & 10th

No School-Teacher In-Service-11th

MME Make-up Testing 14th, 15th, 16th

APRIL

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

Spring Break-4th-8th

No School-Good Friday-22nd

P/T Conferences-

MS 27th & HS 28th

MAY

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 Teacher In-Service-13th

No School-Memorial Day-30th

JUNE

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	

Third Trimester Ends-2nd

Last Day of School-2nd

172 - Full Student Days

5 - Teacher In-Service Days

4 - Parent-Teacher Conference Days

*5/13/11 listed as a Teacher In-Service day unless needed as a student make-up day, if changed Teacher In-Service day will be held after the last student day.
4/1/11 deadline to change 5/13/11 to a student make-up day

APPENDIX G

2011-12 CALENDAR Jonesville Community Schools

AUGUST

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

Teacher In-Service-30th & 31st

SEPTEMBER

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

No School-Labor Day-5th
1st Day of School-6th
No School-Fair, In-Service-26th

OCTOBER

M	T	W	Th	F
				1
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

P/T Conferences-
MS 10th & 11th
HS 11th & 12th
ES 12th & 13th
No School - 14th

NOVEMBER

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

First Trimester Ends-23rd
Thanksgiving Break-24th & 25th

DECEMBER

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

Dismiss for Break-22nd
Christmas Break-22nd-Jan 2nd

JANUARY

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			

School Resumes-3rd
P/T Conferences-
MS 25th & HS 26th

FEBRUARY

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		

No School - 10th

MARCH

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

Second Trimester Ends-2nd
NME Testing 6th, 7th & 8th
P/T Conferences- ES 7th & 8th
No School-Teacher In-Service-9th

APRIL

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				

Spring Break-2nd-6th
Good Friday-6th
P/T Conferences-
MS 18th & HS 19th

MAY

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

No School Teacher In-Service-11th
snow day make up if needed
Third Trimester Ends-31st
Last Day of School-31st

JUNE

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

172 - Full Student Days
5 - Teacher In-Service Days
4 - Parent-Teacher Conference Days

**APPENDIX H
LONGEVITY RATE CHART**

YEAR	2008-2009	2009-2010	2010-2011	2011-2012
13	\$645	\$645	\$660	\$675
14	\$710	\$710	\$725	\$740
15	\$775	\$775	\$790	\$805
16	\$840	\$840	\$855	\$870
17	\$905	\$905	\$920	\$935
18	\$970	\$970	\$985	\$1,000
19	\$1,035	\$1,035	\$1,050	\$1,065
20	\$1,100	\$1,100	\$1,115	\$1,130
21	\$1,165	\$1,165	\$1,180	\$1,195
22	\$1,230	\$1,230	\$1,245	\$1,260
23	\$1,295	\$1,295	\$1,310	\$1,325
24	\$1,360	\$1,360	\$1,375	\$1,390
25	\$1,425	\$1,425	\$1,440	\$1,455
26	\$1,490	\$1,490	\$1,505	\$1,520
27	\$1,555	\$1,555	\$1,570	\$1,585
28	\$1,620	\$1,620	\$1,635	\$1,650
29	\$1,685	\$1,685	\$1,700	\$1,715
30	\$1,750	\$1,750	\$1,765	\$1,780
31	\$1,815	\$1,815	\$1,830	\$1,845
32	\$1,880	\$1,880	\$1,895	\$1,910
33	\$1,945	\$1,945	\$1,960	\$1,975
34	\$2,010	\$2,010	\$2,025	\$2,040
35	\$2,075	\$2,075	\$2,090	\$2,105
36	\$2,140	\$2,140	\$2,155	\$2,170
37	\$2,205	\$2,205	\$2,220	\$2,235
38	\$2,270	\$2,270	\$2,285	\$2,300
39	\$2,335	\$2,335	\$2,350	\$2,365
40	\$2,400	\$2,400	\$2,415	\$2,430
41	\$2,465	\$2,465	\$2,480	\$2,495
42	\$2,530	\$2,530	\$2,545	\$2,560
43	\$2,595	\$2,595	\$2,610	\$2,625
44	\$2,660	\$2,660	\$2,675	\$2,690
45	\$2,725	\$2,725	\$2,740	\$2,755
46	\$2,790	\$2,790	\$2,805	\$2,820
47	\$2,855	\$2,855	\$2,870	\$2,885
48	\$2,920	\$2,920	\$2,935	\$2,950
49	\$2,985	\$2,985	\$3,000	\$3,015
50	\$3,050	\$3,050	\$3,065	\$3,080

APPENDIX I

August 9, 2004

Dear Superintendent:

The No Child Left Behind Act sets out requirements for both teachers and paraprofessionals to demonstrate competence as a condition of assignment to an instructional role. In establishing the requirements Congress provided an opportunity for individual states to allow for additional options to be made available to educators to meet these requirements. The State Board of Education has approved additional options for teachers to demonstrate competence through high objective uniform state standards of evaluation (HOUSSE), as well as additional means for paraprofessionals to qualify. Options for both teachers and paraprofessionals include the use of a professional portfolio to meet this federal mandate. Portfolio guidelines have been approved by the State Board, and are available for all teachers and paraprofessionals. Districts should engage in a conversation with representatives of the teacher and paraprofessional staff to implement the portfolio process. Additionally, it should be noted that all State Board approved options should be made available for teachers and paraprofessionals to demonstrate competence in their assignment.

A teacher or paraprofessional who has demonstrated competence in any Michigan district is considered competent in any other Michigan district. Portability of documentation is inherent in the State Board approved processes and is consistent with the expectations of the federal legislation. However, a teacher or paraprofessional from another state who has demonstrated competence in that state may not be automatically considered to have demonstrated competence in Michigan. Check State Board of Education definitions and guidelines to determine if requirements have been met.

Finally, the Michigan Department of Education has acknowledged that the Saginaw/Midland ISD teacher portfolio process meets the State Board approved guidelines for Michigan teacher portfolios. The Saginaw/Midland approach may be considered one example of a local response to the option, but it should not be considered the only approach. It is recommended that a district wishing to develop a local portfolio option should first review the Michigan Guidelines for the Highly Qualified Teacher Content Area Portfolio and address the four categories in which competency must be demonstrated. To meet the Michigan Department of Education Guidelines, each local portfolio program must include the following:

1. A teacher must provide documentation/evidence for each of the four categories;
2. A reflection statement, tying professional development to classroom practice;
3. Five-year regency in the professional development and service to the content area cited;
4. Maximum of five years of teaching experience documented; and
5. The local assessment team must be balanced with teachers and administrators.

If these elements are addressed, a district need not send the portfolio to the Michigan Department of Education for approval, but rather notify the Department that a portfolio meeting the Michigan Department of Education Guidelines has been approved locally.

If you are in need of further assistance, please feel free to contact Frank Ciloski at 517-373-6791.

Sincerely,

Flora L. Jenkins, Director
Office of Professional Preparation Services

APPENDIX J

JONESVILLE COMMUNITY SCHOOLS
 Superintendent Office
 TEACHER TRANSFER REQUEST FORM

Federal law requires teachers be highly qualified. Please keep this in mind when you complete your transfer request.

Teachers requesting a transfer must submit the original request to Superintendent; send a copy to JEA President (Jim Watson) at Jonesville High School, and it is suggested that you keep one for your personal records.

 Teacher's Name Seniority Date

 Current Assignment, Grade and/or Subject (Dept) School

 Current Teaching Certificate eligibility and endorsements.

WHEN A POSITION BECOMES AVAILABLE, I DESIRE TO TRANSFER TO:

	First Choice	Second Choice
ELEMENTARY SCHOOL Grade or Special Other		
MIDDLE SCHOOL Grade/Subject Other		
HIGH SCHOOL Department Other		

COMMENTS: _____

IF YOU EXERCISE A VOLUNTARY TRANSFER AT THIS TIME, IT WILL BE YOUR ONLY SUCH TRANSFER FOR THE 2007-08 SCHOOL YEAR.

 Teacher's Signature Date

 Superintendent Signature (or Designee) Date received by Central Office

APPENDIX K

JONESVILLE COMMUNITY SCHOOLS CLASSROOM MANAGEMENT PROCEDURE

1. Describe your expectations and strategies for appropriate classroom behavior. List specific measures you use to implement and maintain classroom management.
2. List the steps/procedures you use should there be an issue of behavior and/or academic performance with one of your students. Included in this should be the steps for consequences and rewards.
3. List specific strategies and forms of communication you implement with parents. State how often you contact parents and in what forms.

SAMPLE TRANSFER PLAN

Below please provide daily lesson plans for the first six (6) weeks of school for the grade level/subject that you wish to transfer to. Include:

1. Based on state benchmarks and /or GLCEs, indicate your delivery format of the curriculum framework.
2. Design daily lesson plans of the curriculum framework, indicating resources and material you will use. Indicate the state benchmarks.

APPENDIX L

LETTER OF AGREEMENT

Between
JONESVILLE EDUCATION ASSOCIATION and
JONESVILLE BOARD OF EDUCATION
July 23, 2007

The following schedule is agreed by both parties for the 2007-08 school year and will be revisited (with feedback from Special T's) and will be renegotiated for 2008-09 and 2009-2010.

Lunch & Recess Schedule Times

Grade	Cafeteria	Lunch Recess
K-P	11:00 to 11:18	11:18 to 11:35
1	11:18 to 11:36	11:36 to 11:53
K	11:36 to 11:54	11:54 to 12:11
2	11:54 to 12:12	12:12 to 12:29
4	12:12 to 12:30	12:30 to 12:47
3	12:30 to 12:48	12:48 to 1:05
5	12:48 to 1:06	1:06 to 1:23

Para professionals will be scheduled to give five (5) minute breaks to teachers in the morning.

Enhancement Schedule Times

4	8:10 to 9:00
3	9:00 to 9:50
5	9:50 to 10:40
2	10:40 to 11:30
1	12:05 to 12:55
K-P	12:55 to 1:45
K	1:50 to 2:40

For the Board/Date

For the Association/Date



