Master Agreement

of the

Jonesville Education Association 4-C UBA/MEA/NEA

with the

Board of Education

of the

Jonesville Community Schools

From September 1, 2012 through August 31, 2013

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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, and 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. 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. 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 schools business, the equipment and the operations and to 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 and starting times and scheduling of all the foregoing, but not in conflict with the specific provisions of the Agreement.
- 3. The right to 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 relocations of new schools, buildings, departments thereof and the relocation or closing of departments, buildings or other facilities.
- 8. Determine the placement of operations, service, or 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. A member without the ability to earn tenure shall not be disciplined without just cause
- D. 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..
- E. 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 disabilities or activities in any employee organization.
- F. A teacher shall be entitled to have present a representative of the Association during any meeting which may lead to disciplinary action by the Board and/or administration. When a request for such representation 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.

G. 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 emailed to each bargaining unit member. 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 email to all staff.
- 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 the 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 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 teacher 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 building 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 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 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.

- I. 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.
- J. A non-transferable pass for each teacher and spouse for all home athletic events shall be provided.
- K. 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.
- L. An additional \$125 per teacher will be allocated for classroom supplies.
- M. A curriculum review rotation will be established beginning with the 2012-2013 school year with adequate yearly funding provided.

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

 $4 - 8 \quad 25$

 $9 - 12 \quad 30$

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 2.55 mg

Elementary Student Hours 8:00 - 3:55

Middle School Student Hours 7:50 – 2:45

High School Student Hours 7:55 – 2:50

Alternative Education Student Hours 7:40-2:40

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 a provided for Article IX. Teachers may voluntarily take an interrupted prep period at the request of their administrator.

ARTICLE IX

SICK & PERSONAL BUSINESS DAYS

- 1. Sick and 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 five (5) days per year and sick days for the school year will be granted at a rate of ten (10) days per year. Such sick and personal leave days with pay 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 .5 day per month and earn sick days at a rate of 1 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. Each unused personal business day greater than 90 days will be reimbursed at fifty dollars (\$50.00). Payment will be made to the individual members (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 sick leave of more than 3 days, a physician's statement will 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 will 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 will 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 three years with the approval of the Superintendent.
- 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.
- 14. Teachers will be paid a one (1) time sum of \$500 for two (2) personal days surrendered to the district.

 This amount will be paid the first pay in December for the 2012-2013 school year.
- 15. A \$500 stipend will be given to any teacher who earns perfect attendance; absences due to school business will not be considered as an absence.

ARTICLE X

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 compensable leave 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 XI

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 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 XVIII 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 XII

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.
- B. While on unpaid leave, except family medical leave, such teachers may reimburse the Board for fringe benefits as per regulations of the insurance carriers.
- C. The provision 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 XIII

MENTOR TEACHER

A. Mentor Teacher

- 1. In accordance with the Michigan Revised School Code (380.1526), each teacher in his/her/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/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 mentee is placed on a plan of assistance, the payment will remain \$400.00. If a 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.

C. 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 XIV

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 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 will be 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. Not withstanding 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 XV

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 XVI

RETTREMENT

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 sick 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 XVII

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 concerns to both the administration and the teachers for study during the next school year.

ARTICLE XVIII

SCHOOL CALENDAR

A. For the term of this contract there shall be one hundred seventy two (172) full days of instruction five (5) professional development days, two (2) parent-teacher conference days. See Appendix F.

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 Educational Council in order to correct the problem.

ARTICLE XIX

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:

Amount of increase=

 $\underline{D-N}$ x 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

$$\frac{203 - 188}{188}$$
 x 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:

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

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

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 ensuring 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.
- 4. 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.
- 5. 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.
- 6. In no case shall anyone hired from outside the bargaining unit be paid at a rate in excess of that established in Schedule B.
- 7. 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 school year and semester provided the teacher has completed the requirements for placement on the levels as specified in Section F above.
- H. For the 2012-2013 school year the salary schedule shall be improved by 1.5% from the signing date of the contract by both parties.

I. Fringe Benefits.

The Board shall contribute up to \$458.33 per month for single, \$916.66 per month for two person and \$1,250 per month for full family health premium cost. Any amount in excess of the Boards contribution shall be subject to payroll deduction.

The board will provide Life Insurance, Dental, Vision and LTD. The board will be review the these insurance costs each year.

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 (\$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 the 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 XX

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 XXI

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 disabled 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 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 problem(s) related to a mainstreamed student in his/her/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 may 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 following a review of the teacher's request and Committee's recommendation 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 XXII

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, 2012, and shall continue in effect until August 31, 2013. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

FOR THE BOARD	FOR THE ASSOCIATION
By Mill Jane	By Jim Watson
By Jenny Wauster	By John & Joveler
By Chilliffolsanh	By Cindy K. Pauly
Date Signed $9/21/12$	By Sally Wook
′ /	Ву
Board Bargaining Team:	Ву
Chellie Broesamle, Superintendent	By 4C UBA
Penny Dauster, Board of Education	By MEA/NEA
	Date Signed 9/24/12
	ι ,
	JEA Bargaining Team:
	Jim Watson, EA President
	Sally Wood, Negotiator
	Autumn McCavit, Negotiator
	John Loveless, Negotiator
	Cindy Pauley, Negotiator

Tim Nendorf, MEA UniServ Director

APPENDIX A

EXTRA DUTY SCHEDULE

(Percentage)

Baseball	Head Varsity		10%
Duscoun	Assistant Varsity		5%
	JV		5%
	Girls Soffball		10%
	JV Softball		5%
Basketball	Head Boys Varsity		11%
	Boys JV		7%
	9 th Grade Boys		6%
	Head Girls Varsity		11%
	Girls JV		7%
	9 th grade Girls		6%
	Middle School Boys (one person)		7%
	Middle School Boys (two persons)	each	5%
	Middle School Girls (one person)		7%
	Middle School Girls (two persons)	each	5%
	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%
	7 th Grade Football		3%
c 10	8 th Grade Football		3%
Golf	Varsity Coed (one team)		7%
	Boys Varsity		5%
	Girls Varsity		5%
I D T	Varsity Boys and Girls (two separate teams-one coach)		8%
Jump Rope Team	Supervisor		3%
Soccer	Varsity		10%
Tanaia	JV Variety Cand		6%
Tennis	Varsity Coed		7%
	Boys Varsity		5%
	Girls Varsity Varsity Pays and Girls (Two sensets teams one coast)		5% 8%
Two ale	Varsity Boys and Girls (Two separate teams-one coach)		
Track	Boys Varsity		10%

	Angintont Days Votaity			E0/
	Assistant Boys Varsity			5%
	Girls Varsity			10%
	Assistant Girls Varsity			5%
	Assistant Boys and Girls Var	sity		7%
	Middle School Coed			6%
NC X 44 4 44	Middle School (two persons)		each	4%
Volleyball	Head Varsity			10%
	JV			7%
	Jr Hi (one person)			5%
	Jr Hi (two person)		each	4%
	Elementary			3%
Weight Lifting	Supervisor			3%
Wrestling	Head Varsity			10%
	Assistant Varsity			7%
	Jr Hi			5%
	Elementary			3%
	NON	I-ATHLETIC		
Band Director				10%
Class Advisors	12 th Grade			\$600
	11 th Grade			\$600
	10 th Grade			\$400
	9 th Grade			\$400
Department Heads	High School			\$300
HS Test Coordinator	(HS counselor)			\$500
MS Test Coordinator	r (MS counselor)			\$500
MS Team Leaders (6	5,7,8)			\$300
ES Curriculum Tean				\$300
Drama Club				\$200
Elementary Math Cl	ub/Investors Club			\$300
Elementary Science				\$300
Elementary Grade L				\$300
Elementary Field Da	**·	½ day pd release for set-up		
Fair Board	Chair Person	re only Ferrenan and men mar		\$125
The second secon	Grade Representatives			\$35
Flag Corp				\$500
Homecoming	Chairperson (Fall and Winter	r) each		\$100
Mentor Teacher	- '	e XV, Section 3 for details		ΨΙΟΟ
National Honor Soci		ore, soonon s for dottans		\$500
Play Director	(Per Play)			\$600
•	the musical production (per pla	w)		\$600
Playground Duty	(Per Semester)	•3)		\$1000
Quiz Bowls	High School - \$300	Plus per bowl		\$50
Zary DOMIS	Junior High - \$200	Plus per bowl		\$50
	Elementary - \$100	Plus per bowl		\$50
Safety Patrol Superv		Ting her nowi		\$500
· ·		14 days and valued for eat	and tale	
Senior High Outside	MUI SHOW	½ day pd release for set-up	anu take	ouwn,

Students Against Driving Drunk (SADD)		\$300
Student Council		\$300
Substituting	per hour/class period	\$25
Web Page Coordinator	•	\$1000
Year Book		\$750
Year Book (Alt. Ed.)		\$250
Elementary Yearbook		\$400
Middle School Yearbook		\$400

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, 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 B

SCHEDULING PERSONAL BUSINESS DAYS

Name:				Date:
Notice for sc	heduling business da	y on: I	Date	
Is this notice	made as any emerge	ncy req	uiring less than	three (3) days advance notice?
	Yes	No		(Please circle one)
The utilization	on of this day as a pe	rsonal b	ousiness day is in	n conformity with the terms of the Master Agreement
and does not	require the administ	rator's s	signature of app	roval, but must be submitted 3 days prior to the
absence.	-			, -
Teacher's Si	gnature			Principal's Signature and Date of Receipt
		••••		• • • • • • • • • • • • • • • • • • • •
If the day(s)	is to be used before	or after	a tri-mester, sch	eduled vacation, or on scheduled parent-teacher
conference d	lays, check one of the	e follow	ing reasons:	
	Court Case			
* 11 (60-50-7) (2-	Legal Personal B	usiness		
	Serious illness in	the Im	mediate Family	
	Emergency			
	Other Reason Ar	proved	by the Principal	1
Superintende	ent's Signature			Date
Circle One:	Approved		Denied	
Comments:				

APPENDIX C

SCHEDULING 5 CONSECUTIVE PERSONAL BUSINESS DAYS ALLOWABLE NO MORE THAN EVERY 3 YEARS

Name:			Date:	
Notice for scheduling business d	lay on: Date			<u>.</u>
Dates Requested:	• • • • • • • • • • • • • • • • • • • •	• • • • • • • • • • • • •	••••••	••••
Is this absence for something the Comment:	at can't be scheduled duri	ng non-school days?		
The utilization of these 5 consec Master Agreement, Article XI S		siness days is in con	formity with the terms of	`the
Teacher's Signature				
••••••	********	•••••	••••••	• • • • • • •
Superintendent's Signature		Date		_
Circle One:	Approved		Denied	
Comments:				

APPENDIX D
2011-2012 SALARY SCHEDULE

		romiziokoroliskihyd Litelespiekolek litel		
	ВА	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	\$55,063	\$58,079
10	\$51,935	\$5 4,795	\$57,805	\$60,985
11	\$54,534	\$57,533	\$60,697	\$64,032
12	\$57,258	\$60,409	\$63,730	\$67,235

APPENDIX D
2012-2013 SALARY SCHEDULE

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	ВА	BA + 18	MA	MA + 30
STEP	Level A	Level B	Level C	Level D
1	\$33,981	\$35,850	\$37,820	\$39,900
2	\$35,680	\$37,644	\$39,714	\$41,895
3	\$37,464	\$39,523	\$41,698	\$43,991
4	\$39,336	\$41,500	\$43,781	\$46,191
5	\$41,304	\$43,577	\$45,972	\$48,498
6	\$43,370	\$45,755	\$48,269	\$50,924
7	\$45,537	\$48,042	\$50,683	\$53,468
8	\$47,815	\$50,444	\$53,217	\$56,144
9	\$50,206	\$52,967	\$55,879	\$58,950
10	\$52,714	\$55,617	\$58,672	\$61,900
11	\$55,352	\$58,396	\$61,607	\$64,992
12	\$58,117	\$61,315	\$64,686	\$68,244

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, ect,
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:	
And the state of t	
5. Position of Association:	Signature of Principal with Date
	Signature of Association Representative with Date

Appendix E Cont'd

Step Two

1. Signature of Superintendent's Secretary or Supe	erintendent 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	t receipt of grievance with date:
Step Four	Signature of Secretary of Board of Education with Date
1. Date Submitted to Arbitration:	
Disposition and Award of Arbitrator:	

Appendix F JONESVILLE COMMUNITY SCHOOLS 2012-2013 CALENDAR

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28th & 29th Teacher In-Service

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18th Presidents' Day-No School

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3rd Labor Day-No School 4th Fist Day of School 24th No School

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1st Second Trimester Ends

Parent Teacher Conferences
6th & 7th Elementary School
5th 6th & 7th MME Testing
8th No School-Teacher In-Service
29th Good Friday-No School

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Parent Teacher Conferences 8th & 9th Middle School 9th & 10th High School 10th & 11th Elementary School

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1st -5th Spring Break 8th School Resumes

Parent Teacher Conference 17th High School 18th Middle School

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 $21^{\rm st}$ First Trimester Ends $22^{\rm nd}$ - $23^{\rm rd}$ Thanksgiving Break

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10th * No School-Teacher In-Service/Snow Day recovery

27th Memorial Day-No School

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24th -31st No School -Cluistmas Break

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5th Third Trimester Buds 5th Last Student Day of School

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1st - 4th Christmas Break 7th School Resumes 21st MLK Day-No School-Teacher In-Service

Parent Teacher Conferences 23rd High School 24th Middle School 172 Student
Days 5 Teacher In-Service
Days

Parent/Teacher Conference Days (4-1/2 days) * 5/10/13 listed as a Teacher In-Service day unless needed as a student make-up day. If changed, the in-Service day will be held after the last student day. The notification deadline will be 3/29/13 to change the 5/10/13 to a student make-up day.

APPENDIX G LONGEVITY RATE CHART

YEAR	2009-2009	2009-2010	2010-2011	2011-2012	2012-2013
13	\$645	\$645	\$660	\$675	\$675
14	\$710	\$710	\$725	\$74 0	\$740
15	\$775	\$775	\$790	\$805	\$805
16	\$840	\$840	\$855	\$870	\$870
17	\$905	\$905	\$920	\$935	\$935
18	\$970	\$970	\$985	\$1,000	\$1,000
19	\$1,035	\$1,035	\$1,050	\$1,065	\$1,065
20	\$1,100	\$1,100	\$1,115	\$1,130	\$1,130
21	\$1 ,16 5	\$1,165	\$1,180	\$1,195	\$1,195
22	\$1,230	\$1,230	\$1,245	\$1,260	\$1,260
23	\$1,295	\$1,295	\$1,310	\$1,325	\$1,325
24	\$1,360	\$1,360	\$1,375	\$1,390	\$1,390
25	\$1,425	\$1,425	\$1,440	\$1,455	\$1,455
26	\$1,490	\$1,490	\$1,505	\$1,520	\$1,520
27	\$1,555	\$1,555	\$1,570	\$1,585	\$1,585
28	\$1,620	\$1,620	\$1,635	\$1,650	\$1,650
29	\$1,685	\$1,685	\$1,700	\$1,715	\$1,715
30	\$1,750	\$1 ,750	\$1,765	\$1,780	\$1,780
31	\$1,815	\$1,815	\$1,830	\$1,845	\$1,845
32	\$1,880	\$1,880	\$1,895	\$1,910	\$1,910
3 3	\$1,945	\$1,945	\$1,960	\$1,975	\$1,975
34	\$2,010	\$2,010	\$2,025	\$2,040	\$2,040
35	\$2,075	\$2,075	\$2,090	\$2,105	\$2,105
36	\$2,140	\$2,140	\$2,155	\$2,170	\$2,170
37	\$2,205	\$2,205	\$2,220	\$2,235	\$2,235
38	\$2,270	\$2,270	\$2,285	\$2,300	\$2,300
39	\$2,335	\$2,335	\$2,350	\$2,365	\$2,365
40	\$2,400	\$2,400	\$2,415	\$2,430	\$2,430
41	\$2,465	\$2,465	\$2,480	\$2,495	\$2,495
42	\$2,530	\$2,530	\$2,545	\$2,560	\$2,5 60
43	\$2,595	\$2,595	\$2,610	\$2,625	\$2,625
44	\$2,660	\$2,660	\$2,675	\$2,690	\$2,690
45	\$2,725	\$2,725	\$2,740	\$2,755	\$2,755
46	\$2,790	\$2,790	\$2,805	\$2,820	\$2,820
47	\$2,855	\$2,855	\$2,870	\$2,885	\$2,885
48	\$2,920	\$2,920	\$2,935	\$2,950	\$2,950
49	\$2,985	\$2,985	\$3,000	\$3,015	\$3,015
50	\$3,050	\$3,050	\$3,065	\$3,080	\$3,080

Letter of Understanding

October 2, 2012

The administration and the association agree that it is in the best interest of the education of our students for the teacher to be in attendance in the classroom. However, the administration and the association agree that opportunities in life arise that may require a teacher to be absent for 5 days in a row during the school year. If a teacher wishes to use 5 personal business days in a row, they must get permission from the superintendent. This request can only be made once every three years. The teacher must set up a meeting with the superintendent and provide compelling information as to why these days must be taken while school is in session.

Sincerely,

Chellie Broesamle superintendent

Jim Watson, JEA president