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6/30/93

Jonesville Community Schools

MASTER AGREEMENT
of the
JONESVILLE CHAPTER OF THE 4-C UNIFIED BARGAINING ASSOCIATION
with the
BOARD OF EDUCATION
of the
JONESVILLE COMMUNITY SCHOOLS
FROM JULY 1, 1990 THROUGH JUNE 30, 1993

Ratified By Teachers: 10/16/90
Ratified By Board: 10/17/90

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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, for all regularly employed K-12 certified teachers including counselors, librarians and special education teachers employed by the Jonesville Community School Board, excluding but not limited to substitute teachers, supervisory, executive personnel (superintendent, principal and assistants), office, clerical, custodial, school lunch employees, teacher aides, bus drivers, and all others. The term "teachers" when used hereinafter shall refer to all employees represented by the Association in the bargaining unit as defined above and references to male teachers shall include female teachers.

ARTICLE II
MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

A. Membership

1. In accordance with the terms of this Article, each bargaining unit member within 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 employee 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 JEA as to the amount to be deducted from the employee's wages and the employees 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 of which deductions are to be made and provided deductions for dues/fees shall not supersede any legally required deductions and the Board shall not be required to make any check-off for dues/fees if the employees 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 employee and shall be deducted from the first pay period of the month and each month thereafter.

Article II - Fees Cont'd

4. An employee shall cease to be subject to check-off dues/fees for this unit beginning with the month immediately following the month in which the employee is no longer a member of the bargaining unit. JEA will be notified by the Board of the names of such employees following the end of each month in which the termination took place.
5. Any employee who is not a member of the Association or who does not make application for membership within thirty (30) days from the date of commencement of employment 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 who makes 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's exclusive remedy shall be through the Association's policy and procedures. The non-member may authorize payroll deduction for such fees in the same manner as provided for member dues. The Association shall provide to all non-members copies of the Association's policy and procedures. The Association will promptly notify the District in the event that a court enjoins the operation of the current MEA Policies and Procedures for Agency Shop Fee Payers.
 - a) If a bargaining unit member does not pay the appropriate amount of dues or service fees to the Association, upon written notification by the Association the Employer shall deduct that amount from the bargaining unit member's wages as authorized under MCLA 408.477 and remit same to the Association.
 - b) Employees covered by this Agreement at the time it becomes effective, and who are members of the JEA at that time, shall be required to remain members of the JEA or pay to the JEA 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 JEA, or pay to the JEA each month a service charge not to exceed the monthly dues.
6. The Association shall indemnify and save the Board harmless against and from any and all claims, demands, or other forms of liability that may arise out of by reason of complying with this provision, except where any said loss is caused by the school district's negligent conduct.

Article II - Fees Cont'd

Save Harmless Clause. In the event of legal action against the employer 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 employer gives timely notice of such action to the Association and permits the Association intervention as a party if it so desires, and
- b) The employer 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, NEAPAC and MEAPAC contributions and Special Assessments of the Association. The Board agrees to promptly remit to the Association all monies so deducted, accompanied by 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 1.
3. A list of teachers to be deducted shall be presented to the Superintendent by the Association Treasurer within thirty (30) days after the ratification of this Agreement in 1990 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 Treasury Department ruling 7482 which allows tax-deferred annuities to be purchased by a teacher not to exceed 20% of his compensation. 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.

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

Article III - Board Rights Cont'd

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, 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: 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 the qualifications of teachers including physical and mental conditions.
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 provided that the Board shall not abridge any rights from teachers as specifically provided for in this Agreement.
11. Determine the policy affecting the selection, evaluation, and training of teachers, providing that such selection shall be based upon 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 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 to any teacher those rights he may have under the Michigan General School Laws, General Laws of the State of Michigan and the United States as well as the Constitutions of the State of Michigan and of the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined without just cause. Discipline is defined to include warning, oral reprimand, written reprimand, suspension (paid or unpaid), reduction in compensation, or discharge. Any such discipline by the Board or representative thereof, shall be done in private. 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.
- 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 complaint. If the teacher is not informed within the 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, article, 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.
- F. The Board agrees that it will in no way discriminate against or between employees covered by this Agreement because of their race, creed, religion, color, national origin or ancestry, age, sex, marital status, physical characteristics, place of residence, physical handicaps or activities in any employee organization.

Article IV Teacher Rights Cont'd

- G. A bargaining unit member shall be entitled to have present a representative of the Association during any meeting which will or may lead to disciplinary action by the Employer. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representation of the Association is present. Should disciplinary action be likely to occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised by the Employer of the right to representation under this provision of the Agreement.

ARTICLE V

ASSOCIATION RIGHTS

- A. Professional education 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 representatives 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 9.
 2. Teachers shall have the right to hold meetings for teacher association business in the school buildings 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. Teacher Association Expenses - The Board agrees to supply, if available, items of supply, papers, pencils, stencils, etc., at a nominal cost, including long distance telephone calls. The Association agrees to pay such charges monthly.

ARTICLE VI

TEACHING CONDITIONS

- A. Telephone facilities shall be made available to teachers, and each building 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 available in each school a faculty room.
- C. Vending machines shall be installed in a faculty room at the request of teachers of that building.

Article VI Teaching Conditions Cont'd

- 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.
- F. The Board may provide in-service programs when developed by the educational council 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 life, provisional, 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 such teachers. It is understood that such 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 569 of the 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 available upon request.

ARTICLE VII

CLASS SIZE

Student populations in sectioned classrooms at the elementary school shall remain numerically equal to the nearest whole number. For the purpose of computing the above mentioned equality, when students IEPC'd as P.L.94-142 students classified as Hearing Impaired or Emotionally Impaired or Physically or Otherwise Health Impaired are part of a classroom population for more than one (1) hour per day, that student shall be counted as two (2) students when determining class size. An effort shall be made to divide Learning Disabled students evenly among the classrooms at each grade level.

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

K - 3 25

4 - 6 28

7 - 12 32

When determining class size at the secondary level thirty two (32) is not to be used as the average class size number but as the desired number to insure for more individualized instruction. Classes such as music and physical education where the class size have traditionally been larger are exempt from the above language.

ARTICLE VIII

TEACHING HOURS

- A. Teachers assigned at the elementary building shall report for work on student membership days at 8:20 A.M.; teachers at the high school building, at 8:15 A.M. On full student membership days elementary teachers may leave the assigned building at 3:15 P.M.; secondary teachers at 3:10 P.M. The exceptions to the above shall be staff meetings and irregularly scheduled in-service programs.
- B. 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 have to report back to work such as parent-teacher conferences, in-service days, open house programs, etc.
- C. Principals will exercise their their discretion regarding requests from teachers to leave the building during established work hours.
- D. 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, teachers shall not be permitted to leave the building until students have been dismissed and have boarded buses.

Article VIII - B Cont'd

- E. All elementary teachers shall have an assignment-free lunch period of no less than thirty-five (35) minutes except for those teachers volunteering for lunchroom supervision for additional compensation as provided for in Appendix B.
- F. All secondary school teachers shall have an assignment-free lunch period of no less than thirty-five (35) minutes.
- G. Elementary teachers will not be required to supervise recess.
- H. If a teacher assigns a student to stay in during the lunch period or recess, that teacher will be responsible for that student.
- I. Elementary teachers shall be allowed to use for planning and conference time all time during which their classes are receiving instruction from teaching specialists (e.g. phys ed, music, library).
- J. Secondary teachers shall have one (1) planning period per day equal to a regular class period, except when teachers serve as substitute teachers as provided in Article IX.

ARTICLE IX

ASSIGNMENT AND TRANSFER

- A. Whenever a vacancy arises 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 one (1) week before the position is filled to allow application by present teachers. Any new positions, including extra duty, shall be posted with accompanying job descriptions. During the summer break notification shall be included with individual paychecks.
- B. All teachers shall be given written notice of class and/or subject assignments for the forthcoming year at least ten (10) days prior to the end of the current school year. If circumstances necessitate a modification of teaching assignment after the above date, the affected teachers, 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. Teachers shall serve as substitute teachers during a conference hour, an unassigned period of time or double class supervision in the elementary school. Assignments to serve as a substitute teacher shall be made to en-

Article IX - C Cont'd

sure equal distribution of assignment. Teachers who indicate a desire to be assigned to substitute duty shall be given preference in such assignment. Teachers who have no assignment temporarily, i.e. secondary 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.

- D. Teachers who are not planning to return to their positions for the coming school year shall submit a resignation at least sixty (60) days prior to the end of the current contracted school year to the Superintendent or as soon as possible.
- E. Teachers shall not teach outside their major, minor or certificated areas without the teacher's consent.
- F. Transfers
 - 1. Voluntary
 - a) Teachers requesting transfer for the following year shall apply to Superintendent in writing by February 1.
 - b) Requests for transfer shall be renewed yearly or shall be void.
 - c) Transfers shall be made using the criteria of qualifications, certification and seniority.
 - d) Any teacher who is denied transfer for which he/she formally applied shall receive, upon request to the Superintendent, a written statement containing specific reasons for the denial.
 - 2. Involuntary
 - a) Teachers may be transferred only to assignments for which they are certified.
 - b) When the Board has decided to close a teaching position and the teacher who holds the position to be closed also possesses more seniority than other teachers, the teacher subject to the administration's approval shall "bump" the least senior teacher assigned to a position for which the teacher is qualified and certified.
 - c) If the transfer occurs during the semester, the transferred teacher shall be given one (1) working day released time to prepare for the new assignment.
- G. Part-time teachers shall be offered a full-time position before hiring new personnel, provided they are certified for same.
- H. The Superintendent will make every effort to honor requested transfers recognizing the applicant's length of service in the district. However, the Association recognizes that all requests for transfer cannot be honored each year and that such requests will be honored only when not in conflict with

Article IX - H Cont'd

Board policy of maintaining a teaching staff which is balanced by sex, certification and qualification.

ARTICLE X

LAY-OFF AND RECALL

- A. When the Board decides to reduce a number of teachers through lay-off of employment 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 teachers 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 forty-eight (48) hours before formal notice of lay off is issued.
 3. Third, use seniority and certification 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 witness.
 5. Fifth, give notice of lay off to the individual involved at least twenty (20) days prior to the effective date of the lay off except as might occur in G of this Article.
- B. The Board shall provide the Association with a current seniority list by the end of the first marking period.
- C. To implement recall the Board's designee shall consult with the Association and verify the selected teachers for recall with the presentation of a formal list of teachers to be recalled at least forty-eight (48) hours before 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 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 requested 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) days of receipt of notice or within fifteen (15) days of issuance, said teacher shall be considered as having resigned, thereby

Article X - G-2a Cont'd

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) The employee who refuses recall for the beginning of the school year shall forfeit his right to remain on the Board's recall list.
 - d) The employee who refuses a recall to employment during the school year shall remain on the Board's recall list with the same position of seniority for future vacancy.
 - e) The employee who refuses recall for a less than a full-time position shall not forfeit the right to remain on the Board's recall list.
 - f) To accept recall, the recalled teacher must present to the Superintendent a signed acceptance of recall within ten (10) days of the dated receipt of the addressee's returned certified letter of fifteen (15) days of its issuance.
- D. The teacher who is reinstated after recall shall receive salary and fringe benefits as though he/she 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.
- E. The teacher who wishes to withdraw his name from the recall list shall submit to the Superintendent a signed statement indicating his decision.
- F. During a period of impending lay offs, the Board agrees to consider all teacher requests for leaves of absence which are specified in this Agreement.
- G. 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 receipt of the official certificate by the Superintendent. The teacher shall notify the Superintendent when the requirements for certification have been completed.
- H. 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 to fill any vacancy which may arise.
- I. Definitions
- 1. Seniority

Article X - I la Cont'd

- a) Seniority shall be defined as the length of continuous service from the last date of hire of a teacher in the Jonesville Community Schools.
 - b) Approved leaves shall be credited for up to two (2) years toward seniority.
 - c) When more than one teacher has the same amount of seniority, the order of lay off shall be determined by a lottery. The procedures for a lottery shall be mutually developed by the Association and the Board.
 - d) Seniority for teachers who leave the employ of the school district and are rehired after the 1979-80 school year shall be calculated by subtracting the number of years out of the system from the number of years previously served in the system as a teacher.
2. Lay Off
- 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:
- a) Decrease in student enrollment.
 - b) Deletions of curriculum due to budget limitations or low enrollment.
 - c) Decline in subject or grade level enrollment.
 - d) Shortage of revenues.
 - e) Budget limitations.
3. Recall
- Recall shall be defined as the reassignment of a laid off teacher to a bargaining unit position.
4. Days
- Days shall be defined as Monday through Friday. Holidays shall not be included.

ARTICLE XI

COMPENSABLE LEAVE

- A. Accumulation of compensable leave, i.e. leave with pay days; for each of the ten (10) months beginning with September and ending with June, each teacher shall earn 1 and 1/2 leave per month.
1. Compensable leave days shall be construed as days that a teacher is scheduled for school duty only.
 2. Compensable leave days for the normal school year will be granted at the rate of fifteen (15) days per year. Such leave with pay shall be granted after the first working day of the year.

Article XI - A 3 Cont'd

3. Compensable leave days for less than or greater than the normal school year will be earned at the rate of 1.5 days per month. Full-time summer employment shall be credited as two (2) months.
4. The unused portion of sick leave may accumulate to one hundred sixty (160) days.
5. Payment of unearned sick leave shall be withheld from the final salary due.
6. Accumulated sick leave days may be used by the teacher for the following reasons and subject to the following conditions:
 - a) Personal illness, accident or medical treatment of the teacher.
 - b) Exposure to contagious disease in which the health of others would be endangered by his attendance on duty.
 - c) Death in the family. (See Item #9 below)
 - d) Serious illness, accident or medical treatment of family members: spouse, child, father or mother, with illness defined as serious by a doctor.
 - e) Disability caused by pregnancy, childbirth and/or related conditions shall be granted as in the case of any other temporary disability.
7. If there is a reason to believe that there has been abuse of sick leave, a notice from the health department or a physician's statement may be required. The statement shall specify whether or not the employee is capable of returning to work. In the event that an employee is unable to work, the physician shall be asked to specify an estimated date of return. Periodic statements shall be furnished at regular intervals decided by the employee'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 their 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 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 required. 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.

Article XI - Compensable Leave Cont'd

9. Up to five (5) days shall be granted for the death of spouse, child, mother, father, ward or guardian; three (3) days for death of mother-in-law, father-in-law, brother, sister, grandparent or grand child. In the case of other deaths, leave may be allowed by the Superintendent, upon request and at his discretion.
 10. Up to five (5) days shall be granted to conduct Association business to the president of the Jonesville Chapter of the 4-C UBA and/or his designee.
- B. Any teacher who willfully violates or misuses the benefits of this Article or misrepresents any statement or condition under this Article shall forfeit salary for days found in violation.
- C. Workers' Compensation
- Any teacher who is absent due to conditions compensable under the Michigan Workers' Compensation Law shall receive from the Board the difference between workers' compensation payments received and teacher's salary. Sick leave is to be deducted proportionately to the amount of teacher's salary paid by the Board.
- D. 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 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 shall be granted leave and paid the difference between his pay for such court service and the money he would have received under this Agreement.
3. School Business
- a) A teacher may receive leave with pay to carry out school business at the discretion of the 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 to activities of the Association.
- E. Personal Business Leave
1. Teachers shall receive four (4) personal leave days per year. Unused days shall accumulate. A maximum of five (5) may be carried over to the succeeding year. A teacher may not use more than five (5) personal business leave days consecutively.
 2. Personal days shall be requested three (3) days in advance, except in the case of emergency.
 3. Personal days used consecutively immediately before or after either a semester or a scheduled vacation period, on scheduled parent/teacher conference days or on in-service days shall be limited to the following:
 - a) Court cases
 - b) Legal personal business

Article XI - E.3c Cont'd

- c) Serious illness in the immediate family (defined in XI A, 6d)
 - d) Other reasons with the approval of the principal
 - e) OR an emergency.
4. All requests shall be submitted to the principal on the form found on Appendix C.
5. Unused days not carried over will be credited to sick leave at the end of the school year.

ARTICLE XII

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 personnel for a higher credential or program of recognized courses intended to improve the applicant in his field of endeavor.
- 2. Research and/or writing - the proposed undertaking shall be approved as it relates to the service of the personnel in his profession.

B. Qualifications

An employee possessing a life, permanent or continuing certificate valid in the State of 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 applications for sabbatical leave must be filed with the Superintendent on or before March 1 of the year preceding 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. Such requests must be made in writing to the Superintendent.

D. Review Committee

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

Michigan State University
RELATIONS COLLECTION
LAWRENCE R. HARRIS

Article XII E Cont'd

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 candidate will be notified as to the status of his application. The date for each notification will be no later than April 1, earlier if possible.
2. Upon action by the Board each candidate will be informed in writing as to the final disposition of his 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 professional staff member 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 Jonesville Community Schools 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 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, he will notify the Superintendent in writing. If the applicant so notifies the Superintendent prior to the end of the school year, he shall return to his assignment. If the applicant so notifies the Superintendent after the close of the school year, the applicant will have no legal claim to an assignment during the period of the sabbatical grant. He will be given priority consideration to be assigned to an unfilled position for which he is certified.

Article XII I Cont'd

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 employee election.

ARTICLE XIII

NON-COMPENSABLE LEAVE

A. Child Care

1. An unpaid child care leave shall be granted upon request of a bargaining unit member. An adoptive parent may apply for a child care leave under these guidelines.
2. The applicant 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 estimated 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 employee'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 Act 145 of 1943 as amended. Upon separation from the service, he shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period.

C. Other

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

- #### D. While on leave such teachers may reimburse the Board for fringe benefits as per regulations of the insurance carriers.

ARTICLE XIV

TEACHER EVALUATION

A. Probationary Teachers

1. A "teaching coach" shall be assigned to the probationary teacher by the building principal. The "teaching coach", insofar as possible, shall be

Article XIV A 1 Cont'd

a tenure teacher teaching in the same building, grade or discipline as the probationary teacher. It shall be the duty of the "teaching coach" 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 "G") at least three (3) times each year. The time schedule for the evaluation shall be as follows: First evaluation during the first marking period; second evaluation prior to the end of the first semester; third evaluation prior to the end of the fourth marking period.
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 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 "G") at least once each year prior to March 15. The annual evaluation shall not be completed prior to October 1st of any school year.
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 individual goals for the remainder of the school year.

The required contents of the goals are outlined in Section A 3 above.

C. Administrative Evaluation Report

1. All reports must be discussed with each teacher prior to April 1. A teacher shall sign his 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.
2. 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.

D. Dismissal of Tenure Teacher

1. When a tenure teacher is not being recommended for reemployment 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.

Article XIV D 2 Cont'd

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

E. 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 those 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.

F. Personnel Files

Each teacher shall have the right, upon request, to review the contents of his own 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 review. The administrator shall remove such privileged information from the 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. Within one (1) week 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 XV

GRIEVANCE PROCEDURE

- A. A claim by a 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 as hereinafter provided.
- B. The grievant 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.

Article XV D Cont'd

- D. The Association may initiate a grievance directly at the Superintendent's level when either of the following conditions apply:
1. A grievance involves a 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 level higher 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 any party identified above believes that there is a basis for a grievance, he shall discuss the alleged grievance with his building principal within seven (7) days of the occurrence or discovery thereof of the alleged violation, misinterpretation or misapplication of a provision of this Agreement. If no mutually agreeable solution has been reached within five (5) 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 seventeen (17) days of the occurrence or discovery thereof of the alleged grievance, the grievant or the Association shall complete the grievance form provided in Appendix "E" of the Agreement. The principal or his secretary shall sign for the receipt of the grievance with the date when the grievant or the Association presents the completed grievance form to the principal. The principal shall write his disposition of the grievance within five (5) days of the receipt of the grievance and shall furnish a copy to the grievant and the Association.

Step 2 If the Association is not satisfied with the disposition of the grievance by the principal, the grievance shall be transmitted to the Superintendent within ten (10) days. The Superintendent or his secretary shall sign for the receipt on the grievance form with the date. At his discretion the Superintendent may conduct a formal hearing of the grievance within ten (10) days of its receipt and shall furnish a copy to the grievant 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) days of such meeting, the grievance shall be transmitted to the Board within ten (10) days by filing a written copy thereof with the secretary or other designee of the Board. The Board, no later than the next regular Board meeting or within fifteen (15) days, whichever shall be later,

Article XV F Step 3 Cont'd

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) days thereafter. A copy of such disposition shall be furnished to the Association and grievant 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) days of the receipt of the Board's disposition or within twenty (20) 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) 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 to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to nor subtract from the terms of the Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction, if the arbitrator has exceeded his authority.

F. Guidelines

1. The fees and expenses of the arbitrator shall be paid by the party adjudicated to be the loser.
2. The time limits provided in the article shall be strictly observed but may be extended by written agreement of the parties.
3. Notwithstanding the expiration of the Agreement, any claim or grievance having arisen thereunder may be processed through the grievance procedure until resolution.
4. 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.
5. 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.
6. A grievance may be withdrawn at any level by mutual agreement without establishing a precedent.
7. 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.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

Article XV G 6 Cont'd

9. 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.
10. Hearings and meetings at all grievance levels will be established by mutual agreement between the Board and the Association and in no case will there be a loss of pay.

ARTICLE XVI

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 are establishing 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/Union, accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the Public Employment Relations Act, (MCLA 423.201 et seq; MSA 17.455(1) et seq).

ARTICLE XVII

RETIREMENT

Teachers retiring and qualifying for payments under the Michigan School Employment Retirement System or the Federal Social Security System shall be reimbursed at the rate of \$50.00 per day for accumulated sick leave.

ARTICLE XVIII

EDUCATIONAL COUNCIL

- A. There shall be an Educational Council composed of six (6) members. Three (3) members shall be appointed by the Association and three (3) appointed by the Board.
- 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 sub-committees and other such sub-committees as it shall deem necessary.
- D. In no way is this Council intended to provide a bypass in the grievance procedure.
- E. The recommendation of the Council to the Board shall be in an advisory capacity.
- F. Each year by May 15th, the Council will establish a list of concerns to both the administration and the teachers for study during the next school year.

ARTICLE XIX

SCHOOL CALENDAR

- A. The Board agrees to consult with the Educational Council in establishing the school calendar. There shall be scheduled one hundred eighty (180) teaching days, two (2) parent/teacher conference days and one (1) pre-school conference day in 1990-91; one (1) in-service, two (2) parent/teacher conference days, and one (1) pre-school conference day in 1991-92; two (2) in-service, two (2) parent/teacher conference days and one (1) pre-school conference day in 1992-93 and thereafter.
 - 1. If teachers are required to work more than 183 contract days in 1990-91, 184 contract days in 1991-92, and 185 days in 1992-93 and thereafter, they will be compensated at a per diem rate for the additional days.
- B. In the event school is closed on a scheduled day, the Board may extend the school calendar, after consulting the Educational Council, to include the necessary attendance days to meet minimal State and Federal requirements.

Article XIX C Cont'd

- C. One (1) full day shall be set aside at the end of semester one (1) and semester two (2) as non-contract days to allow teachers to complete the required marking of student records.
- D. The Board agrees to establish the school calendar for the ensuing academic year by April 1 in order to facilitate planning by individual teachers for the upcoming school year.

ARTICLE XX

SALARY ADMINISTRATION

- A. **Newly Employed Teachers:** Unlimited years of previous teaching experience in other districts will be accepted in placing new teachers on the salary schedule. In the event there is a question as to the teacher's experience, the Superintendent will discuss such placement on the salary schedule with the Association.
- B. Since a regular full-time teacher teaches for five (5) class hours and receives five-fifths (5/5) and one (1) full conference period, each part time contract will be interpreted from that model.

Examples:

1. The part-time teacher with four (4) class hours of assignments will be paid four-fifths (4/5) of a full salary and will be expected to remain for four-fifths (4/5) of a conference hour. This teacher's yearly increase shall be four-fifths (4/5) of the amount a full-time teacher receives.
2. The part-time teacher with three (3) class hours of assignments will be paid three-fifths (3/5) of a full salary and be expected to remain for three-fifths (3/5) of a conference hour. This teacher's yearly increase shall be three-fifths (3/5) the amount of a full-time teacher receives.
3. The part-time teacher with two (2) class hours of assignments will be paid two-fifths (2/5) of a full salary and be expected to remain for two fifths (2/5) of a conference hour. This teacher's yearly increase shall be two-fifths (2/5) the amount a full-time teacher receives.
4. Teachers teaching more than a normal number of class assignments (5) will be paid according to the previous model also.

Example:

- a) A teacher having six (6) class hours of assignments will be paid six fifths (6/5) of a full salary. Such increased assignments and increased salaries shall not affect the awarding of fringe benefits as per this Agreement.

Article XX C Cont'd

C. Extended Contracts

1. Compensation for individual services which 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 individual's contract.

Example: If there were 183 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, then

$$\text{Amount of increase} = \frac{203 - 183}{183} \times \text{step amount D-6}$$

2. If the teacher will be teaching less than five (5) full classes per day during the extended period, then the amount of increase will be given by the following formula:

$$\text{Amount of increase} = \frac{H (D-N)}{5N} \times \text{step amount}$$

H = number of class hours per extended contract day.

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

$$\text{Amount of increase} = \frac{2 (203 - 183)}{5 \times 183} \times \text{step amount D-6}$$

- D. **Longevity:** \$150.00 after twelve (12) years of continuous service in this system plus an additional \$30.00 per year to thirty (30) years of continuous service.

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 personnel for the ensuing school year upon the recommendation of the administration and acceptance by said personnel 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.
 - 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

Article XX 3 a) 4) Cont'd

in interscholastic athletic philosophy, emergency procedures, liability and M.H.S.A.A. regulations to perform the duties and responsibilities required.

- 5) Members of the bargaining unit 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, he will be paid on a pro-rated basis for the time worked.
 - d) Just cause.
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. Jonesville 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 shall be limited to Bachelor degree teachers with a Life, Permanent or Provisional certificate up to 17 graduate semester hours.

Article XX F 2 Cont'd

2. Level B shall be limited to Bachelor degree teachers with 18 graduate semester hours. MA degree teachers with less than a continuing or permanent certificate shall be limited to Level B until such certificate is obtained.
3. Level C shall be limited to Master degree teachers who also hold a permanent or continuing certificate.
4. Level D shall be limited to Master degree teachers who hold a permanent or continuing certificate plus 30 graduate semester hours beyond the Master's degree.

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 semester provided the teacher has completed the requirements for placement on the levels as specified in Section F above.

H. Fringe Benefits

1. The Board shall provide each full time teacher with the option of one of the two packages (PAK A or PAK B) listed below:

PAK A	PAK B
Super Med 1 - Care	\$100 Annuity
75/75/50 (\$1,000) Dental	75/75/50 (\$1,000) Dental
VSP-2 Vision	VSP-2 Vision
\$5,000 Life	\$15,000 Life

The Board will reimburse teachers up to \$100.00 per insurance year (January 1 - December 31) for deductible expenses. Teachers to submit request for reimbursement by December 1 (for payment by December 31) or by June 1 (for payment by June 30). Teacher will submit verified statement indicating that such expenses have been incurred and paid by teacher.

2. **Schedule of Payments** - The Board shall provide twenty-six (26) equal payments of salary on alternate Fridays.
3. The Board shall pay a 5% retirement premium on all contractual dollars to the Michigan School Employees Retirement System for all teachers in this bargaining unit.

ARTICLE XXI
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 July 1, 1990, and shall continue in effect until June 30, 1993. No other organization may ask for exclusive bargaining rights during the fixed term of this Agreement.

FOR THE BOARD

FOR THE ASSOCIATION

By _____

By _____

By _____

By _____

By _____

By _____

Date Signed _____

Date Signed _____

APPENDIX A

TENURE POLICY - Tenure in the Jonesville Community Schools shall be regulated by the Michigan Teacher Tenure Act, Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, through the Regular Session of 1967.

PROCEDURE - All teachers during the first two years of employment shall be on probation except

1. A tenure teacher from another tenure district shall be placed on one (1) year probation.
2. A probationer who has not qualified for his provisional certificate by the end of the first year of employment shall be required to serve three (3) years of probation. (Three (3) years of probation is recommended for the purpose of encouraging the individual to complete the requirements for a Provisional Certificate within the required time). This decision shall be subject to review by the Board.
3. A probationer who moves from one building to another or from one department to another at his request during the probationary period may be required to serve three (3) years of probation, except when the change is a solution to an administrative problem.

APPENDIX B
EXTRA DUTY SCHEDULE
(Percentage)

ATHLETICS

Baseball	- Head Varsity.....	10%
	Assistant Varsity.....	5%
	JV.....	5%
	Girls Softball.....	10%
Basketball	- Head Boys Varsity.....	11%
	Boys JV.....	7%
	Head Girls Varsity.....	11%
	Girls JV.....	7%
	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.....	6%
	Jr Hi 7th and 8th.....	5%
Cross Country	Varsity Coed (one team-same season).....	6%
	Varsity Boys or Girls - separate coaches.....	each...5%
	Varsity (two separate teams - one coach).....	9%
	Jr Hi Coed.....	4%
Football	- Head Varsity.....	11%
	Assistant Varsity.....	8%
	JV.....	8%
	Assistant JV.....	6%
	Jr Hi Flag	3%
	Elementary Flag.....	3%
Golf	- Varsity Coed (one team).....	7%
	Boys Varsity.....	5%
	Girls Varsity.....	5%
	Varsity Boys and Girls (two separate teams-one coach)...	8%
Jump Rope Team	Supervisor.....	3%
Tennis	- Coed.....	7%
Track	- 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	- Head Varsity.....	10%
	JV.....	7%
	Jr Hi (one person.....	5%
	Jr Hi (two persons).....	each...4%
	Elementary.....	3%
Wrestling	- Head Varsity.....	10%
	Assistant Varsity.....	7%
	Jr Hi.....	5%
	Elementary.....	3%

**NON-ATHLETIC
(percentage)**

Band Director.....	10%
Lunch Room Supervisor - Elementary.....	10%

**EXTRA DUTY SCHEDULE
(Non-Percentage)**

Adult Classroom Hours.....	per hour \$13.00
AV Director.....	\$480 (plus 40 additional hours at \$8.00 per hour)
Class Advisors - 12th grade with senior trip.....	\$450
12th grade without senior trip.....	\$300
11th grade.....	\$400
10th grade.....	\$250
9th grade.....	\$250
8th grade.....	\$100
7th grade.....	\$100
Computer Club.....	\$200
Department Heads - High School.....	\$300
Drama Club.....	\$100
Driver Ed.....	per hour \$13.00
Fair Board - Chairperon.....	\$125
Grade Representatives.....	\$ 35
Homebound Teacher.....	per hour \$ 8.00
Homecoming Chairperson.....	\$ 75
Honors Choir - Elementary.....	\$ 50
Math Counts.....	\$100
National Honor Societies - Senior High.....	\$200
Junior High.....	\$200
Play Director/Play.....	\$500
Safety Patrol Supervisor.....	\$400
Spelling Bee (each chairperson).....	\$ 25
Substituting - Teachers for another teacher.....	per class \$10.00
Student Council.....	\$200
Quiz Bowls - High Schools.....	per bowl \$ 25
Jr Hi.....	per bowl \$ 25
Elementary.....	per bowl \$ 25
Year Book.....	\$500

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 ten (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

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

1991-92 SALARY SCHEDULE

	LEVEL A	LEVEL B	LEVEL C	LEVEL D
1.	\$20,981	\$22,135	\$23,352	\$24,636
2.	22,030	23,243	24,520	25,867
3.	23,132	24,403	25,746	27,162
4.	24,288	25,624	27,032	28,519
5.	25,502	26,906	28,385	29,944
6.	26,778	28,251	29,804	31,442
7.	28,117	29,663	31,293	33,014
8.	29,522	31,146	32,858	34,665
9.	30,999	32,703	34,501	36,398
10.	32,548	34,340	36,226	38,219
11.	34,176	36,056	38,039	40,128
12.	35,884	37,858	39,939	42,136

APPENDIX D

1992-93 SALARY SCHEDULE

	LEVEL A	LEVEL B	LEVEL C	LEVEL D
1.	\$22,030	\$23,242	\$24,519	\$25,868
2.	23,132	24,405	25,746	27,161
3.	24,288	25,623	27,033	28,520
4.	25,502	26,905	28,383	29,945
5.	26,777	28,251	29,804	31,441
6.	28,117	29,663	31,294	33,014
7.	29,522	31,146	32,858	34,664
8.	30,998	32,704	34,501	36,398
9.	32,549	34,338	36,226	38,218
10.	34,175	36,057	38,037	40,130
11.	35,885	37,859	39,940	42,135
12.	37,678	39,751	41,936	44,243

APPENDIX E
Grievance Report Form

Jonesville Chapter of the 4-C Unified Bargaining Association, Jonesville Community Schools, 440 Adrian Road, Jonesville, MI 49250

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

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

Appendix E Cont'd

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

3. Disposition of Association _____

Signature of Association Representative 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

FACULTY PERSONNEL

To _____ Date _____

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 pay for 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.

Faculty Personnel

JONESVILLE COMMUNITY SCHOOLS
Jonesville, Michigan

Date of Execution

Superintendent

APPENDIX G
EVALUATION FORM

This form to be used in evaluation of probationers and tenure teachers as per Article XIV of the Master Agreement.

OBSERVATIONS

Considering the evaluation(s) made during this school year, I believe this teacher should be rated as: (Mark only one)

_____ SATISFACTORY
_____ NEEDS IMPROVEMENT IN THE FOLLOWING AREAS:

_____ UNSATISFACTORY BECAUSE: _____

TO BE COMPLETED AFTER FINAL EVALUATION:

This teacher is: RECOMMENDED FOR REEMPLOYMENT (STRIKE ONLY ONE LINE)
NOT RECOMMENDED FOR REEMPLOYMENT

Signature of Teacher with Date

Signature of Principal with Date

Original to teacher; first carbon to personnel file; second carbon to principal.