

Articles of Agreement

between

**Jackson Public Schools
Board of Education**

and the

**Jackson Public Schools
Administrators Association
(JPSAA)**

2016-2019

PURPOSE

The purpose of this Agreement is to express the mutual concern of the Jackson Public School Administrators Association ("Association" or "JPSAA") and the Board of Education of the Jackson Public Schools ("Board" or "District"), working together within state statutes, the guidelines of the State Board of Education, and the rules and regulations established by the various Boards, for the betterment of education for the children of Jackson.

The Association and the Jackson Public School Board recognize the need for cooperation, understanding, and mutual support in the operation of an effective program of educational opportunity in the Jackson Public Schools.

Specifically, this Agreement is intended to:

1. Clarify the conditions of employment and prerogatives needed by the membership to carry out its responsibilities.
2. Delineate scales of remuneration and other benefits for members of the Association.

ARTICLE I - RECOGNITION

Section A - Exclusive Bargaining Representation

The Board recognizes the Association as the exclusive bargaining representative of all administrative/supervisory personnel in their employ except the following positions:

- Superintendent of Schools
- Deputy / Assistant Superintendent for Finance and Operations
- Deputy / Assistant Superintendent for Human Resources
- Director of Elementary Education
- Director of Secondary Education
- Athletic Director

The term "administrator" when used hereinafter in the Agreement shall refer to persons, except those with titles listed above, employed by the Board who are engaged in administrative and/or supervisory duties. Administrators on leave shall be included in this Agreement. The parties agree that, in the future, any new professional positions created will be discussed to determine if such position should be included in the bargaining unit represented by JPSAA. If the parties cannot agree on the placement of a position, then a final determination shall be made by the Michigan Employment Relations Commission. Positions which are determined to be in the bargaining unit represented by JPSAA will be posted and filled in accordance with this Agreement.

Section B - Negotiations and Contracts

The Board agrees not to negotiate or contract with any administrators' organization other than the Association.

ARTICLE II - RIGHTS OF THE BOARD

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities to control, manage, supervise and to determine and administer educational policy and to direct the professional staff, including the administrators, to hire, fire, discipline, reduce the work force and allocate their activities as the needs of the District dictate and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the Superintendent under governing laws, ordinances, rules and regulations as set forth in the Constitution, laws of the State of Michigan and of the United States.

ARTICLE III - RIGHTS OF JACKSON PUBLIC SCHOOLS ADMINISTRATORS ASSOCIATION

Section A - Use of School Services and Facilities

The Association shall have the right to use school equipment, including computers and duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. In addition, the Association shall have the right of use of school messenger service at its regular scheduled pick-up and delivery points. The use of other school facilities by the Association, including building use for general membership meetings, shall be available with prior approval of the Superintendent or his/her designee. Any costs shall be reimbursed by the Association to Jackson Public Schools on a cost basis.

Section B - Release Time

The Association President or his/her designee shall be allowed a maximum of three days release time per year as necessary to conduct Association business outside the District. The President of the Association shall notify the Superintendent or his/her designee in advance. An additional four days for such purposes may be available to the President for Association business, subject to prior approval of the Superintendent or his/her designee.

Section C - Board Agenda and Meetings

The Association President shall be furnished a copy of the Board agenda at least three calendar days prior to public Board meetings. Association members desiring copies of the agenda may secure them at the central administration building. In the event that a public Board meeting is held during a school day, release time will be provided so that a member of the Association may attend.

Section D - Board-Association Negotiation Consultation

The Association shall be consulted in any board negotiations with bargaining units whose membership may come under the direction or supervision of an Association member.

Section E - Use of Secretaries

No member of the Association shall use his/her secretary, or any other secretary of the Jackson Public Schools, to perform Association work unless it is performed and discussed after the contractual hours of the secretary.

ARTICLE - IV- ADMINISTRATORS RIGHTS

Section A - Administrative Personnel File

An administrator shall have the right, except as limited by law, to examine and/or copy the contents of his/her District personnel file in the presence of the Superintendent of Schools or his/her designee as indicated by him/her in writing. External confidential evaluations properly labeled may not be part of the personnel file examination by the administrator. He/she may submit in writing requests for correction or deletion of material on file and shall have the right to appeal the decision of the Superintendent or his/her designee through properly defined grievance procedures in Article VIII, Section A. Not more than one official file shall be kept on each administrator. The administrator shall be furnished, within five calendar days, copies of all official evaluations prepared by his/her supervisor, the Superintendent or his/her designee, or others associated with District administrative evaluations.

Section B - Description of Administrative Duties

The Board of Education agrees to furnish to each administrator and the Association a written description of the specific duties and responsibilities incumbent on the position assigned together with a description of the necessary qualifications for said assignment. Such job description shall be prepared in a manner to permit its effective use as the basis for administrative evaluations. Any new position within the unit will also be described with duties and qualifications. Association position descriptions shall be reviewed as necessary by the representatives of the Association and representatives of the Board.

Section C - Reprimands

A reprimand shall be valid only if it conforms to all of the following conditions:

1. It shall be furnished to the administrator in writing and in private conference within five school days of when the incident becomes known or should have been known to the administrator's supervisor.

2. It shall specify the time, date, place, principals and witnesses of the incident.
3. It shall make specific reference to the applicable part(s) of the job description, if appropriate.
4. It shall describe specific action or actions required to affect remediation.
5. The administrator shall be notified at least 24 hours in advance as to the nature of the conference.

The administrator shall have the right to be accompanied by persons of his/her choice at such conferences and shall have the right to respond in writing within five calendar days; such written response to be attached to all copies of the reprimand. Reprimands may be appealed through the grievance procedure described in Article VIII, Section A. The administrator reprimanded shall be entitled, at his/her request, to a second conference for the purpose of assessing remedial efforts. A written summary of this second conference shall be attached to all copies of the original reprimand.

Section D - Emergency Calls

The administrator will respond to emergency calls when school personnel or agent on the scene deems his/her presence is necessary.

Section E - Removal of Reprimands

To the extent permitted by law, reprimands which refer to isolated and unrepeat incidents (not occurring within three years of the reprimand) shall be removed from the administrator's personnel file and destroyed.

Section F - Administrators Calendar

1. Each member will be responsible to keep a work calendar approved for the upcoming school year.
2. Each member will be provided a work calendar for each successive school year by June 15th of each year.
3. The Board and the Association recognize and agree on the importance of professional development. Professional staff development activities designed to fulfill professional certification requirements to meet District goals will be scheduled in collaboration with the Association throughout the year by the Superintendent. Hours will be limited to six CEUs or by one semester of university credit. Administrators are expected to attend up to one semester hour of these scheduled in-service meetings without any increase in compensation.

Section G - Bad Weather Days

Administrators are expected to make every reasonable effort to be at their assignments on bad weather days. Administrators shall notify the Superintendent or designee by 9am whether they are able or not able to report. Administrators who are unable to report shall be charged a sick day.

Section H - Teacher Transfer

Transfers initiated by a teacher may be denied by the receiving principal or supervisor if the teacher's most recent professional evaluation is less than satisfactory.

Section I - Intern Program Participation

Administrators shall have the right to discuss the contemplated assignment of specific individuals as administrative interns and may refuse no more than two such interns in any school year.

Section J - Principal Meetings

Meetings involving building principals will not be conducted during the last week in which students are in session for the school year except in case of emergency.

Section K - Grievances by Other Units

When any written grievance from another bargaining unit is submitted against an Association member, the Superintendent or his/her designee will within five working days provide the Association President and the Association member being grieved a copy of the grievance. Within five working days the Superintendent or his/her designee will meet with the Association member being grieved to discuss a response to the grievance.

Section L - Unit Seniority

Unit seniority will commence on the first day of work as a unit administrator.

ARTICLE V- CREATION OR MODIFICATION OF POSITIONS

Section A - Superintendent's Proposals

The Superintendent shall give written notice to the Association of any proposal to create, modify, or eliminate administrative positions at least 14 calendar days prior to their initial presentation to the Board of Education. An Association committee shall meet with the Superintendent to review the proposed changes and present alternative proposals. The

Superintendent shall consider all alternative proposals submitted by the Association and shall inform the Association of his/her recommendation to the Board.

Section B - Association Proposals

The Association shall have the right to propose the creation, modification, or elimination of any position. Upon receipt of such written proposal, the Superintendent or his/her designee shall schedule a meeting within 14 calendar days to discuss the proposed change.

ARTICLE VI- ASSIGNMENTS, VACANCIES, PROMOTIONS AND TRANSFERS

Section A - Assignments, Transfers and Vacancies

1. If an Administrator is interested in being considered for an assignment to an administrative position the Administrator may file a written notice of interest with the Superintendent. When making administrative assignments, including the filling of vacancies, the Superintendent shall consider the notices of interest on file. Should any JPSAA candidate not be selected as the administrator to fill the vacancy, they will be notified in writing as to the reasons thereof.

2. The Superintendent may at his/her discretion, permanently or temporarily, assign and transfer Administrators to positions within the bargaining unit, including to vacancies.

3. If a position remains vacant after all assignments and transfers have been made a written notice of the vacancy shall be sent to each member of the Association at least seven calendar days before the vacancy is filled on a permanent basis with an external applicant. If an Administrator is interested in being considered for the vacancy the Administrator may file a written notice of interest with the Superintendent and the Superintendent shall consider the Administrator for such vacancy together with all other internal and external applicants.

4. Notice of an assignment or transfer which has not been requested by an Administrator shall be given to the Administrator at least seven calendar days before the assignment or transfer becomes permanent. An Administrator may be assigned temporarily to a position before the assignment or transfer becomes permanent. An Administrator served such notice may request a written explanation of the reasons for the assignment or transfer or a conference with the Superintendent to discuss the assignment or transfer. The Administrator shall have the right to be accompanied and assisted by a representative of the Association at any such conference.

5. If an assignment or transfer which has not been requested by an administrator results in placing an Administrator in an assignment with a salary lower than the salary of the assignment from which the Administrator is transferred, the Administrator shall continue to receive the higher salary. If an Administrator is transferred to a position with a higher salary than the salary of the Administrator's previous assignment, the Administrator shall be paid the higher salary.

When an Administrator has received a Minimal or Ineffective evaluation and, as a result, is involuntarily transferred to an assignment where the rate of remuneration is lower than his/her current salary, the Administrator shall receive remuneration compatible with the lower category.

Section B - Reduction and Abolishment of Administrative Positions

1. An Administrator may be displaced if the specific position held by that individual is eliminated from the table of organization of the District and no equivalent position is available.

2. A displaced Administrator shall then be placed in a position for which he/she is qualified which is held by an Administrator with a performance evaluation inferior to the displaced administrator. Then the newly displaced administrator shall be placed in a position for which he/she is qualified which is held by an administrator with a performance evaluation inferior to the displaced administrator.

3. If there is no position for a displaced Administrator to be placed into, then that Administrator shall be laid off.

4. All laid off Administrators, rated effective or highly effective, shall be recalled to fill vacancies for which they are qualified before any new administrative employees are hired. Recall shall be completed with those administrators with the highest performance evaluations being first recalled.

5. If two employees have identical performance evaluations, then District seniority shall be used as a tiebreaker for purposes of displacement/layoff.

6. Administrators to be placed on layoff because of reduction of the number of Administrators caused by financial conditions or reduced student enrollment will be notified in writing by May 1.

7. Probationary Administrators will be evaluated by their supervisors twice in each of the two years of their probationary period. An Individual Development Plan (IDP) will be developed jointly between both parties to acquaint a probationary Administrator with the expectations of his/her role. The evaluation form remains a mutually developed instrument by representatives of the JPSAA and the JPS Board of Education.

Section C - Retirement and Assignment

1. Administrative assignments for the coming year shall be made in writing prior to April 1 of the preceding year except for unexpected vacancies which are the result of a death, dismissal for just cause, or resignation. The assignment notice will include the one supervisor to whom the Administrator is responsible. Vacancies will be posted as outlined in Section A of this Article. It is understood and agreed that the Superintendent has the right and authority to change the assignment at any time after April 1. An Administrator will be notified in writing of

such change as soon as possible and shall have the option of assuming an open assignment in another bargaining unit for which he/she is qualified.

2. Any Administrator planning to retire will make every possible effort to submit in writing to Human Resources his/her intent no later than April 15 of the year he/she plans to retire. Such intent will remain confidential at the request of the Administrator.

3. An Administrator may withdraw the notice of his/her retirement at any time prior to 30 days before the effective date of the retirement.

ARTICLE VII- GRIEVANCE PROCEDURE AND NO STRIKE CLAUSE

Section A - Grievance Procedure

1. A grievance is defined to be any dispute regarding the breach of any provision of this Agreement.

2. To be valid a grievance must be filed within five school days from the time the grievant becomes aware, or should have been aware of the event which gave rise to the alleged grievance.

3. Time periods as set forth in this section may be extended by mutual agreement of the parties.

4. Should the Board or its designee fail to communicate its decision within the specified time limits, as hereinafter set forth, the grievance shall automatically proceed to the next step. Failure to commence or process the grievance by the Administrator or Association within the time limit set forth shall bar the grievance.

5. Any Administrator or the Association may file a grievance. Nothing contained herein shall deprive an Administrator from processing a grievance without the Association's support through the first two steps of the grievance procedure listed below. If an Administrator processes a grievance without the support of the Association, that Administrator shall be responsible for any expenses connected therewith.

6. The procedural steps are as follows:

Step 1. A grievant shall, within the time period set forth, orally present the grievance to the Superintendent or his/her designee. If not resolved at the oral level within five school days, the grievance must be reduced to writing and be submitted to the Superintendent within five school days. Grievant may proceed to the third step.

Step 2. The Superintendent shall answer the grievance in writing within seven school days of its receipt. Should the grievant be dissatisfied with the answer, a meeting will be requested with the Superintendent within seven school days. Upon receipt the meeting shall be held within ten school days. If the

grievance is not resolved within seven school days from the date of the hearing or the grievant is dissatisfied with the answer, the grievant may proceed to the third step.

Step 3. A grievance processed to the last step of the grievance procedure may be submitted to arbitration by the Association only in accordance with the following procedures:

a. The right to demand arbitration over a disputed grievance is limited to a period of 15 school days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

b. Within 15 school days after notice of intent to arbitrate is given, the Board and the Association shall agree upon an arbitrator by using the following method: the Association and the Board shall agree on five names. Each side shall then have the right to strike two names. The first side to strike shall be decided by the flip of a coin. In the event the parties cannot agree upon a name, a list will be submitted by the American Arbitration Association.

c. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs, or change existing job content, or to establish work standards.

d. The arbitrator shall limit his/her decision strictly to the interpretation, application, or enforcement of the provisions of this Agreement, and he/she shall be without power and authority to make any decision: (1) contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.

e. The arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement and on the Board.

f. In the event a case is appealed to an arbitrator and he/she finds that he/she has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

g. The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for and pay the expenses of witnesses who are called by them.

Section B - No Strike Clause

1. For the term of this Agreement, the Association agrees for and on behalf of its officers, members, and each and every employee within the bargaining unit, that they will neither instigate, call, maintain, condone, support, or permit in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.

2. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:

a. Promptly, but no later than within 24 hours, issue a statement to the local newspapers and furnish the Board with a signed statement, both of which shall be to the effect that the work interruption is unauthorized by the Association and is in violation of the Agreement.

b. Within 24 hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work and confirm all such instructions by letter or bulletin within 48 hours.

c. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this section.

3. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this section.

4. The Board will have the right to all remedies available at law for violation of this section, including discharge, and/or injunctive relief and/or damages against any person, group, or organization violating this section.

5. Compliance by the Association with all the provisions above shall free the Association from all liability for any breaches of this section.

ARTICLE VIII– DISCHARGE and DISCIPLINE

Section A - Preamble

The Board and the Association recognize the importance of an objective and positive evaluation procedure.

Section B - Instruments and Procedures

Evaluation instruments and procedures shall be mutually developed by a joint committee of the Association and representatives of the Board, subject to final approval by the Board. These instruments and procedures shall be completed by the beginning of the school year. Evaluations of each Association member shall be discussed with the member by the evaluator.

The Administrator shall receive a written copy of each evaluation and a copy of same shall be placed in the Administrator's personnel file to be held in confidence and treated in an ethical manner.

Section C - Written Evaluation and Mentoring

1. At least once a year, or at the written request of the Administrator or immediate supervisor, each Administrator shall have a written evaluation. Evaluations not completed within the three-year limit shall be recorded as satisfactory.
2. The District agrees to collaborate with JPSAA Leadership to develop an Administrator Mentoring Program.

Section D - Just Cause

No Association member shall be discharged, disciplined or reprimanded for arbitrary or capricious reasons. The parties agree to treat all such actions in a professional manner with due regard for both the interests of the school system and the rights of the individual.

Any Association member who receives two (2) consecutive ineffective evaluations will be terminated.

ARTICLE IX- ADMINISTRATIVE LEAVES

Section A - Leaves of Absence Charged Against Sick Leave Time

Leaves of absence with pay charged against sick leave time shall be granted for:

1. Absence due to illness or non-vocational accident of the Administrator.
2. Absence due to illness or disabling accident of the Administrator's immediate family (spouse, children, grandchildren, brothers, sisters and parents of the Administrator and spouse), or members of the immediate household. Such absences will be limited to ten working days if the illness or accident involves an immediate family member, as defined above, living outside the Administrator's household. Additional days may be granted without pay.
3. Absence due to medical disability as a result of pregnancy shall be entitled to use any or all accumulated sick leave days consistent with all other medical disabilities. In order to use sick leave days, the Administrator must remain actively working until the time of the disability. Such disability will be confirmed by the attending physician who certifies that the Administrator is physically unable to complete her administrative duties. Upon presentation of confirmation of such disability by the Administrator, the Administrator may continue to use sick leave until the pregnancy-related disability is no longer present as confirmed by the attending physician. An Administrator who is otherwise eligible for use of sick leave under this provision may elect, upon proper notification to Human Resources to use only a portion of accumulated sick leave. At the time that the Administrator either (1) exhausts sick leave benefits; or (2) uses

all of that portion of accumulated sick leave benefits; or (3) uses all of that portion of accumulated sick leave days desired, the Administrator shall, if the disability has ended, be eligible to return to work or begin a child care leave, as expressed in Article X, E-3.

4. Personal Leave

a. Personal leave shall be construed to mean time necessary to conduct personal affairs which cannot be handled outside of school (duty) hours. Such leave shall be limited to three (3) days per school year. Such leave may be granted at the discretion of the Superintendent or his/her designee when requested for time immediately preceding or following time off. Unused personal leave may be accumulated to a maximum of five (5) days. The accumulation will include the three (3) days earned in the current school year.

b. Personal leaves are defined as:

(1) Business or legal requirements.

(2) Attendance at a ceremony where a degree is awarded to an Administrator or member of the immediately family as defined in Section A-2 of this Article.

5. Emergency Leave

Requests for emergency leave must be approved by the Superintendent or his/her designee.

6. Workers' Compensation

Administrators who become eligible for Workers' Compensation benefits shall, if the Administrator chooses, have the Workers' Compensation benefits supplemented by his/her sick leave giving the Administrator the equivalent of his/her regular rate of pay. The Administrator's accumulated sick leave will be charged with a proportional amount of time lost, based on the ratio of sick leave used to make the Administrator's regular daily rate to the nearest whole day as calculated for the individual's disability.

Section B - Leaves of Absence With Pay Not Charged Against Sick Leave Time

Leaves of absence with pay not charged against sick leave time shall be granted as follows:

1. Absence because of death in the immediate family (spouse, children, grandchildren, brothers, sisters, and parents of the Administrator and spouse). Time necessary for attendance at the funeral service of persons outside the immediate family as defined in Section A, paragraph 2 of this Article whose relationship to the Administrator warrants such attendance, shall be limited to three days for each occurrence.

2. Absence when called for jury duty. Jury fees shall be reimbursed to the District when received by the Administrator.

3. Court appearance as a witness in any case connected with the Administrator's employment or school, or whenever the Administrator is subpoenaed to attend court proceedings. Witness fees shall be reimbursed to the District when received by the Administrator.

4. The Board shall pay the difference between Military Reserve Duty pay rate and his/her daily school rate for 15 school days only when reserve duty cannot be fulfilled outside of the school year.

5. Excused by the Superintendent or his/her designee to visit other schools or attend educational conference or conventions. When attendance is authorized, the following conditions will apply:

a. Written request to the Superintendent or his/her designee, stating pertinent data concerning the conference.

b. Written statements of anticipated and actual expenses.

c. Length of absence.

d. The Board may pay expenses for attendance at authorized conferences and meetings including transportation, lodging, meals, and conference registration.

6. Administrators are encouraged to attend and participate as members and officers of local, state, and national professional, civic or service organizations. Leaves with pay shall be granted for such purposes with prior approval of the Superintendent or his/her designee.

7. Administrators will be excused from duty to attend such ceremonies or rites normally required to fulfill obligations which result from any recognized religious affiliation. The Superintendent shall be notified seven days in advance of such occurrence. This shall be limited to a maximum of two days per year.

Section C - Provisions for Leaves of Absence With Pay

General provisions for leaves of absence with pay:

1. Leave with pay days shall be construed as days that an Administrator is scheduled for regular duty only.

2. Paid sick leave days shall be granted as follows:

a. Eleven days (11 x 8 hours/day = 88 hours) per year, three of which can be used for personal business

b. Leave with pay days shall accumulate but will be capped at 90 days. Current days banked in excess of 90 shall be grandfathered in as sick days for those administrators and will be set as their established cap.

c. Association members shall be allowed to share among the membership accumulated sick leave time as follows:

(1) A sick leave bank shall be established and shall be used in instances when an individual Administrator, because of personal illness or injury, has used all of his/her accumulated sick leave, but is not yet eligible for long-term disability coverage. Association members may donate up to 50 days of sick leave to the bank and do so up to three months before their retirement date.

(2) The Association assumes responsibility for determining the member(s) from whose accumulated leave shared leave will be deducted and shall so notify Human Resources.

(3) The Association shall indemnify and hold harmless the District and the Board against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board of Education for the purpose of complying with this provision.

d. After the fourth consecutive day of absence as defined in Article X, Section A, a substitute Administrator shall be granted if requested by the absent Administrator and the supervisor of the Administrator.

3. The first two years leave time shall be granted after the Administrator has worked one day for the Jackson Public Schools. If for any reason, the Administrator leaves the employment of the Jackson Public Schools, he/she shall be required to reimburse the Jackson Public Schools for such leave time taken in advance. This reimbursement shall be figured on his/her daily rate of pay at the time the leave was taken. Leave time to cover subsequent years will be granted after one days' work in the new contract year. Any excess of leave time beyond the prorated leave time that is used shall be deducted from the final check due to the Administrator.

4. Should an Administrator require leave-with-pay days beyond 30 calendar days and should such Administrator have exhausted his/her accumulated sick leave days, benefits equal to those of the LTD program will be provided beginning the 31st day of the disability and continuing until LTD benefits are begun.

5. A record of accumulated leave days shall be furnished each Administrator no later than October 15 each school year.

Section D - Sabbatical Leave

1. A sabbatical leave for a full contract year or less at one-half current salary may be available to all Administrators, with not less than seven years consecutive service in the

Jackson Public Schools, subject to approval by the Board upon written plans submitted by the Administrator at least 90 days prior to the school year in which the sabbatical is granted. Under exceptional circumstances the 90-day prior notice may be waived.

2. Normally, not more than one Administrator shall be on sabbatical leave at any one time. Under exceptional circumstances this provision may be waived by the Board.

3. Administrators returning from sabbatical leave will return to the same or comparable assignment held prior to the leave. They will receive full seniority for the sabbatical leave time. Normal salary increments shall be provided. All fringe benefits will remain in effect during such leave.

4. The Board shall consider, among other factors, the following:

a. The proposed program of the applicant as related to professional graduate study, writing, travel, or research.

b. The value of the proposed program to the District.

c. The applicant's length of total service to the District.

5. The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the Administrator will return to the Jackson Public Schools for a period equal to three times the length of the leave immediately upon its termination. If the Administrator fails to complete the above-mentioned time requirement, the sabbatical leave shall be forfeited on a pro-rated basis of one-third the amount for each one-third period of unfilled service. In the event that the Board does not return the Administrator to the same assignment, or a comparable one, that he/she held prior to the leave, he/she shall not be obligated to serve the Jackson Public Schools for any period of time upon his/her return.

6. Status while on Sabbatical Leave:

a. An Administrator on sabbatical leave shall be considered to be in the employ of the District and shall have a contract.

b. Full-time employment by the recipient on sabbatical leave shall be prohibited. This does not, however, preclude the recipient accepting grants, fellowships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan, and which has been approved by the Superintendent.

c. Administrators shall be responsible for notifying the payroll department of the District as to the place to which payroll checks should be addressed during the period of sabbatical leave.

d. An Administrator on sabbatical leave shall be responsible for submitting a written report to the Superintendent and the Association detailing the essence of his/her leave prior to June 30 of the school year in which the leave is granted.

7. Failure to grant leave is not subject to grievance procedure.

Section E - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to Administrators who have served two or more years in the District. Duration of the leave shall be for not more than one year unless otherwise provided. Requests for such leaves must be submitted in writing to the Superintendent. If an extension of such leave is desired, a written request must be presented to the Superintendent. Provisions shall be made for the Administrator to continue all other fringe benefit programs at his/her own expense for the duration of any approved leave of absence without pay. No experience credit on the salary schedule shall be granted.

1. Ill Health: Such leaves of absence which extend beyond time compensated under leave with pay policy must be accompanied by a statement from the attending physician recommending the employee be granted such leave.

2. Illness in the Immediate Family: Immediate family shall be defined as in Section A-2 of this Article.

3. Child Care Leave: Such leaves of absence will be granted upon the written request of the Administrator to the Superintendent. Before returning, the Administrator shall provide a statement from the attending physician to the Superintendent, if he/she so requests that the Administrator is in fit physical condition to perform regular duties. In the event of miscarriage or should the death of the child occur during the period of child care leave, the termination of leave may be relaxed by the Superintendent. Experience credit on the salary schedule shall be granted for the balance of the school year in which such leave began if at least one semester of service has been completed during each year. Upon proper request to the Superintendent, a child care leave may be extended once for a period of one year.

4. A leave of absence for one year subject to renewal for the first term of office but not to exceed five years shall be granted to any Administrator for the purpose of campaigning for, or serving in a public office. On return from such leave, the Administrator will be returned to the same or comparable position in salary and status to that held prior to the leave. Placement on the salary schedule in force on his/her return will be determined by the Administrator's years of administrative service with the District.

Section F - Return from Leave of Absence Without Pay

Upon return from approved leave of absence, the Board will return the Administrator to an assignment comparable in status to that held by the Administrator prior to leave. Salary will be determined according to the schedule in force on return and the number of years of administrative service with the District.

ARTICLE X- REMUNERATION AND FRINGE BENEFITS

Section A - Pre-Existing Benefits

Increments and fringe benefits which existed prior to the signing of this Agreement shall remain in full force and effect except as otherwise agreed.

Administrators assigned to supervise, and implement instruction must have a Master's Degree in Educational Leadership, with administrative certification, as well as a valid teaching certificate. Current administrators who were grandfathered by continuing six credit hours in a five year period must keep this documentation in their personnel file in Human Resources. Employees being hired into a Category VIII Dean of Students will be given three years to complete the criteria listed for an administrator.

Salaries and Remuneration

1. Administrative Salaries

Administrative salaries shall be based on the following categories and days/weeks worked per year:

Category	Position
0	Principal for Instruction (Jackson High)
I	Principal for Instruction (Parkside)
II	Associate Principal (JHS) Elementary Principal (Hunt, Per LOA for the duration of the agreement or upon becoming vacant) Principal (Alternative School)
III	Elementary Principal (Bennett, Cascades, Dibble McCulloch, Sharp Park, Frost, Northeast) District Athletic Director beginning 2019 or upon becoming vacant. Associate Principal (Parkside)
IV	Assistant Principal (JHS, Parkside)
V	Director of District Operations
VI	Director of Business Services
VII	Assistant Director of District Operations
VIII	Dean of Students

2. a. **Salary Schedule** July 1, 2016 through June 30, 2019

16-17

	Step 0	Step 1	Step 2	Step 3	Step 4
Category					
0	107,300	108,310	109,320	110,330	113,468
I	102,250	103,260	104,270	105,280	106,290
II	97,200	98,210	99,220	100,230	100,857
III	91,140	92,150	93,160	94,170	95,685
IV	85,080	86,090	87,100	88,110	89,120
V	85,282	86,292	87,302	88,312	89,322
VI	80,652	81,662	82,672	83,682	84,692
VII/VIII	73,831	74,841	75,851	76,861	77,871

17-18

	Step 0	Step 1	Step 2	Step 3	Step 4
Category					
0	108,373	109,393	110,414	111,434	114,603
I	103,273	104,293	105,313	106,333	107,353
II	98,172	99,192	100,213	101,233	101,865
III	92,051	93,072	94,092	95,112	96,642
IV	85,931	86,951	87,971	88,991	90,012
V	86,135	87,155	88,175	89,196	90,216
VI	81,458	82,478	83,498	84,518	85,538
VII/VIII	74,569	75,589	76,610	77,630	78,650

18-19

	Step 0	Step 1	Step 2	Step 3	Step 4
Category					
0	109,457	110,487	111,518	112,548	115,749
I	104,306	105,336	106,366	107,397	108,427
II	99,154	100,184	101,215	102,245	102,884
III	92,972	94,003	95,033	96,063	97,609
IV	86,790	87,821	88,851	89,881	90,912
V	86,997	88,027	89,057	90,087	91,118
VI	82,273	83,303	84,333	85,364	86,394
VII/VIII	75,315	76,345	77,376	78,406	79,436

3. Employees being paid in the following categories shall work the following schedule:
4. Note: Holidays are recognized as days off and are not included in the work calendar.

Category 0	220 days
Category I	215 days
Category II	210 days
Category III	210 days
Category IV	210 days
Category V	235 days
Category VI	235 days
Category VII	235 days
Category VIII	210 days

4. **Category Movements**

If an Administrator is moved across or down from one category to another, he/she will not be reduced in step as a result of the transfer. If an Administrator is moved up from one category to another, that Administrator will be placed on a step that would pay a salary increase of not less than .045% of the previous salary for every category raised.

5. **Appeal and Review Board**

The Administrators' Professional Council, as defined in Article XIII-1, will serve as an appeal board for any Administrator who wishes his/her category reviewed. The Administrator will request a hearing in writing to the Association. Within 20 school days the hearing will be held. A written decision will be rendered within another 20 school days.

Section C - Insurance Protection

The Board agrees to provide each Administrator with his/her choice of either PAK A or PAK B insurance protection plans as provided below. Changes in benefit patterns and carriers are to be decided jointly by representatives of the Board and the Association.

MESSA-PAK A

Beginning in 2012, Administrator shall elect
MESSA Choices II \$500/\$1,000, \$20 OV Saver RX or
MESSA ABC Plan I

Choices II

1. Pak A - For those electing Health Insurance
 - a. Full Family MESSA Choices II:
 - \$500/\$1,000 in-network deductible
 - Saver Rx prescription drug plan effective
 - \$20/\$25/\$50 co-pays for office visit, urgent care and emergency room effective 9/1/2011
 - Adult immunization coverage

The state Hard Cap will be recognized for JPSAA Premium contributions.

- b. MESSA Negotiated Long-term Disability (90 calendar day modified fill waiting period. 66 2/3% with \$7,000 monthly maximum.)
- c. \$60,000 MESSA Negotiated Group Term Life Insurance
- d. MESSA/Delta Dental
(Class I, II, & III 80/80/80 \$1,000 annual maximum)
(Class IV Orthodontics, 80: \$800 lifetime maximum)
- e. MESSA (VSP 2 Silver)

ABC I

If the employee elects MESSA ABC Plan I (high deductible health savings account), the District shall pay a combination of premium cost and deductible costs that equal 80 percent of the premium cost of Choices II. District shall make its HSA deductible contributions 50 percent on or before 9/15 and 50 percent on or before 3/15.

PAK B

1. \$300 per month for MESSA options or a tax-sheltered annuity (as approved by the District), or cash
2. MESSA Long-term Disability
3. MESSA/Delta Dental PAK Auto +/-08
4. \$70,000 MESSA Term Life Insurance
5. MESSA Vision (VSP 3)

The PAK B Cash option shall be \$300.00 per month.

Section D - Double Coverage

Any Administrator who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of

this Agreement and his/her employment with the District, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment requires said coverage. The Administrator may select PAK A above if not taking health insurance elsewhere and shall otherwise be eligible for PAK B above. Every Administrator shall verify in writing the existence or non-existence of any such outside group health insurance coverage.

Section E - Mileage and Travel

Administrator shall have the option to take or receive mileage remuneration in either manner as in Section 1 or 2 below. Each Administrator will be required during the month of August of each school year to select the method of reimbursement for travel that they wish to use. That method of reimbursement will then be in effect for the remainder of that school year unless the Administrator is transferred or promoted at which time he/she again will have the right to exercise his/her travel reimbursement option.

1. Administrators may choose to select a flat rate per month for in-school District travel. The rate per month shall be 100 times the rate per mile. If the Administrator chooses this option, he/she will not be required to turn in mileage forms. All outside District mileage for which the Administrator desires reimbursement shall be paid only upon submission of the regular monthly mileage form. This reimbursement for travel outside the District shall be paid at the current maximum rate allowed by IRS without reporting such reimbursement as income.

2. Each Administrator shall be reimbursed at the maximum rate per mile for all travel within the District that exceeds 10 miles per day in addition to ten times the rate per mile per day. All travel on school business outside shall be reimbursed at the above rate per mile. Monthly travel forms are required to be submitted for verification of this reimbursement. An Administrator may not obtain mileage reimbursement for commuting expenses to or from his/her home, but only for travel incurred during the work day.

Section F - Annuity Program

After ten years' service in the District or after five years as an Administrator, whichever comes first, each Administrator shall be entitled to a tax-sheltered annuity toward which the Board shall make payments of \$2,000 to be paid proportionately with each paycheck as the Administrator is paid. Each Administrator for whom such investments are made shall have full control over the tax-sheltered annuity, including the right to convert to cash at any time.

Section G - Professional Dues Allowance

The Board shall pay up to \$600 per year toward the professional dues of any professional organization an Administrator may decide to join which is related to his or her professional assignment. Membership fees in JPSAA are expressly forbidden under this section.

Section H - Travel Insurance (AD&D)

The Board shall provide a \$100,000 travel insurance policy. This policy will be in addition to other insurance policies outlined in this Agreement.

Section I - Professional Development

A fund of at least \$5,000 shall be established each year for professional development for JPSAA Administrators. Professional development opportunities shall include state and national conferences. The Superintendent after consulting with the Association shall designate Administrators to attend state and national conferences on a fair and equitable basis.

Section J - Longevity Payment

1. Ten percent of final base pay for five to ten years of employment with Jackson Public Schools.
2. Additional amount based on additional years of service with Jackson Public Schools:
 - a. 10% for 11 through 15 years
 - b. 15% for 16 through 20 years
 - c. 20% for 21 through 25 years
 - d. 22% for 26 through 30 years
 - e. 25% for 30+ years
3. Longevity pay will be paid to the Administrator or his/her estate at a rate of 25% beginning the month of retirement and an additional 25% for the next three academic years to be paid in June of those years or be paid on a mutually agreeable disbursement schedule.
4. In the event of the death of a JPS Administrator when an active employee, their estate shall be entitled to 50% of the longevity payment based on years of service.
5. The Board shall continue to provide health insurance protection as specified in this Agreement until such time as the individual becomes eligible for health care under the provisions of the Michigan Public Schools Employees Retirement System.

Section K - Education Fund

Each employee working on a first Bachelors or first Masters Degree through an accredited college or university may receive up to \$500 per school year for tuition.

Each employee may receive \$500 for continuing education credit per person towards maintaining his/her administrative certification.

ARTICLE XI - PROTECTION OF ADMINISTRATORS

Section A - Legal Counsel

In any school-related case of criminal assault upon an Administrator, the Board will provide legal advice to the Administrator.

Section B - Liability Coverage

Any Administrator complained against or sued by reason of administrative action in the course and scope of employment taken in conformity with the Student Rights and Responsibilities Policy of the Board and/or the Michigan School Code shall be provided liability coverage.

Section C - Lost Time

Time lost by the Administrator in connection with any incident mentioned in this Article shall not be charged against accrued leave time of the Administrator unless gross negligence is proven.

ARTICLE XII - INTERPRETATION AND MODIFICATION OF CONTRACT

In recognition that this Agreement may require modification by mutual consent for the increased efficiency and order in the operations of the Jackson Public Schools and the relationship between the Board and the Association, and further, that provisions of this Agreement may require further discussion concerning their interpretation, the following provisions are made:

1. At the call of either party, not more than four persons representing the Board and not more than four persons representing the Association shall meet within 14 calendar days to discuss, study, and resolve items of mutual concern. This shall be considered JPSAA Professional Council. Issues shall be submitted to the other party at least seven calendar days before the meeting.

2. Modification shall be subject to ratification by the Board and the Association membership.

3. Association members involved in this process shall be considered to be performing normal duty as Administrators when they attend meetings and shall not suffer loss of salary or other professional privilege or advantage.

4. Clerical expenses of these proceedings shall be paid by the Board.

5. When the Board proposes a change in salary or in number of work days of an existing position or when a supplemental assignment with pay is proposed by the Board, the parties agree to expedite the process above, including, if necessary, the posting of vacancies for such change/assignments.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section A - Printing of Agreement

This Agreement shall be furnished to all Administrators now employed or hereafter employed by the Board without charge by email attachment.

Section B - Relationship to Law

Any provisions of this Agreement found to be contrary to law shall be deemed invalid except to the extent permitted by law but all other provisions or applications shall continue in full force.

Section C - Workshops and Courses

Realizing that it is desirable for Administrators to be cognizant of current philosophies, trends, and techniques, the Board may provide in-service workshops or courses for Administrators in areas deemed necessary. The Association and the Board may work cooperatively in sponsorship of said workshops or courses. The Association may also sponsor workshops for Administrators outside of regular work hours.

Section D - Salary Deductions

Upon written authorization from the Administrator, the Board shall deduct from the salary of the Administrator, and make appropriate remittance, for Credit Union, Savings Bonds, United Fund, Tax-sheltered Annuity, or other plans or programs jointly agreed to by the Board and the Association.

Section E - Athletic Passes

Yearly passes covering all District home athletic events shall be made available to Administrators and a guest. Such passes shall not be transferable.

Section F - Non-Discrimination

The Board and the Association both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights, and in accordance therewith, there shall be no discrimination against any person or persons because of sex, race, creed, religion, age, national origin, height, weight, non-job-interfering disability, or arrest record.

Section G – Pay Periods

Pay periods for JPSAA members will be two times per month.

ARTICLE VIV - NEGOTIATIONS PROCEDURES

Section A - Ratification

There will be no more than five representatives of each party at any negotiations meeting. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies or groups. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement.

Section B - Signed Agreements

There shall be three signed copies of the Agreement for purposes of records: one retained by the Board, one by the Association and one by the Superintendent.

Section C - Commencement of Negotiations

No later than 60 calendar days before the termination of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement may be extended by the mutual declaration of intent to negotiate a successor Agreement until the successor Agreement is ratified by both parties.

Section D - Negotiation Impasse

In the event of impasse during negotiations, and failure of the parties to come to agreement through mediation, it is agreed that the issues under dispute shall be submitted to fact finding.

ARTICLE XV - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of any federal or state law or regulation now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of provisions hereof.


ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2016 and shall continue in effect until June 30, 2019. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

The parties have executed this Agreement by their duly authorized representatives.

**JACKSON PUBLIC SCHOOLS ADMINISTRATORS ASSOCIATION
JACKSON, MICHIGAN**

By: 
Jeremy Patterson, President

By: 
Jeff Beal, Superintendent

**THE BOARD OF EDUCATION OF JACKSON PUBLIC SCHOOLS
JACKSON, MICHIGAN**

By: 
Michael Way, President

By: 
Pamela Fitzgerald, Secretary

APPENDIX A

Holiday Schedule

The District will provide all members with their schedules/calendar by June 15 of each year. Members will not be scheduled to work the following days:

July	Fourth of July
September	Labor Day
November	Half-day before Thanksgiving Day Thanksgiving Day Day after Thanksgiving
December	Christmas Eve Christmas Day New Year's Eve
January	New Year's Day Martin Luther King's Birthday Observance
February	Washington's Birthday Observance
March	One day in March if negotiated in PNA to close schools
March/April	Half-day on Good Friday
May	Memorial Day