

Master Agreement

by and between

**Jackson Educational Secretaries
Association (JESA)**

and the

Jackson Public Schools

July 1, 2021 – June 30, 2024

**AGREEMENT BETWEEN JACKSON PUBLIC SCHOOLS
JACKSON, MICHIGAN
AND
THE JACKSON EDUCATIONAL SECRETARIES ASSOCIATION**

This Agreement is effective July 1, 2021 by and between the Board of Education of the Jackson Public Schools of Jackson, Michigan, hereinafter called the "Board" and the Jackson Educational Secretaries Association, hereinafter called the "Association."

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379 Public Acts of 1965, for all educational secretaries and all personnel engaged in secretarial and clerical work including all classifications in Appendix A of this Contract except the Administrative Assistants reporting directly to the Superintendent of Schools and/or any Assistant Superintendent of Schools. Other personnel, whose classifications are changed or created in accordance with the terms and conditions of this Agreement, will be included in the above unit.
- B. The term "secretary" or "employee" when used in this Agreement shall be defined as an individual represented by the bargaining unit as described above.
- C. The Board agrees not to negotiate with any secretarial or clerical organization other than the Association for the duration of this Agreement.
- D. The employer agrees to provide a copy of all written job posting to the Association President.

ARTICLE II – NEGOTIATIONS PROCEDURES

- A. Both parties agree to enter into negotiations on a new Agreement on wages, hours, and working conditions at least sixty (60) days prior to the expiration date of the Agreement.
- B. Members of the Association's bargaining team shall be released from duty, with no loss of pay, to attend bargaining sessions scheduled by Administration or the Board, which are scheduled during regular working hours (7:30 a.m. - 4:30 p.m.).
- C. **Professional Council**
 - 1. A joint committee representing the Association and the Board shall meet within fourteen (14) days of written request of either party for the purpose of reviewing the contract problem, to resolve problems that may result from this Agreement or other items of concern to the Association or the Board.
 - 2. The committee shall be composed of up to three (3) representatives each, of the Board and the Association. In addition, the parties shall mutually agree on a seventh (7th) member to Professional Council.
 - 3. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.

4. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification.

ARTICLE III – GRIEVANCE PROCEDURE

A. Intent

The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any employee with a grievance, or the supervisor, to discuss the manner informally with an appropriate member of the Administration or Association.

B. Grievance

A "grievance" is a claim by an employee or group of employees or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this agreement or any successor agreement entered into pursuant to this Agreement.

C. General

1. A grievant(s) failing to meet the time limits as set forth herein shall forfeit the right to further process said grievance and therefore management's last answer shall constitute the final disposition of said grievance.
2. A supervisor failing to meet the time limits as set forth herein shall permit the grievant(s) to proceed to the next level within ten (10) working days from the date when the supervisor's time for answer expired.
3. Nothing contained herein shall be construed to prevent any individual employee from presenting a grievance and having the grievance adjusted without intervention of the Association if the adjustment is not inconsistent with the terms of this Agreement provided that the Association has been given the opportunity to be present at such adjustment.
4. Either party may involve their representative at any and all stages of the grievance proceedings.
5. A grievance may be withdrawn at any level without establishing a precedent.
6. There shall be no reprisal of any kind against any employee involved in the grievance procedure.
7. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.

9. The grievant(s) and grievant(s)' Association Representative shall be released from duty, with no pay loss, to attend grievance meetings and hearings called by the Administration or the Board which are scheduled during the normal working day of the grievant(s).

D. **Procedures**

1. **Level One**

- a) The grievant(s) shall discuss the complaint with the immediate supervisor within ten (10) working days of the grievant(s) knowledge of the event or occurrence which is the basis for the complaint.
- b) The immediate supervisor shall render an oral decision to the grievant(s) within two (2) working days of the above discussion.

2. **Level Two**

- a) If the Level One decision is not satisfactory, the oral complaint shall be reduced to writing on the Grievance Report Form (Appendix C) and shall be presented to the immediate supervisor and the Association within five (5) working days of the receipt of the Level One answer.
- b) The immediate supervisor shall hold a meeting with the grievant(s) and grievant(s)' Association Representative within five (5) working days of the receipt of the Level One answer.
- c) The immediate supervisor shall render a written decision to the grievant(s) and the grievant(s)' Association Representative within five (5) working days of receipt of the grievance.

3. **Level Three**

- a) If the Level Two decision is not satisfactory, the grievance shall be presented to the Superintendent or designee within five (5) working days of receipt of the grievance.
- b) The Superintendent or designee shall hold a meeting with the grievant(s) and the grievant(s)' Association Representative within five (5) working days of the meeting.
- c) The Superintendent or designee shall render a written decision to the Association within ten (10) working days of the meeting in 3. b) above.

E. **Rights to Representation**

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. In no event shall any employee be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided, further, when an employee 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 grievance procedure.

F. **Appeal of Discharge or Suspension**

1. Written notice of Discharge or Suspension shall be presented to the employee and the Association on the same day.
2. Grievances involving an appeal of Discharge or Suspension shall be initiated directly to Level Three within five (5) working days of receipt of written notice as provided above.

G. The Association may initiate a grievance directly at Level Three when either of the following conditions applies:

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.

ARTICLE IV – BOARD RIGHTS

A. The Board, on its own behalf and on behalf of electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the State of Michigan, including, but without limiting the generality of the foregoing, the right:

1. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees.
2. To hire all employees and, subject to the provisions of law, determine their qualifications and the conditions for their continued employment, which includes the right to reduce forces, or their dismissal or demotions; and to promote, transfer, and assign all such employees.
3. To determine the hours of work, duties, responsibilities, and assignments of employees who are or become members of this unit.
4. The Board further reserves the right to promulgate and enforce reasonable discipline and work rules, which are not inconsistent with the Labor Agreement which will be reasonably applied.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof, are in conformance with the Laws of the State of Michigan.
- C. The right of contracting or subcontracting is vested in the employer. The right to contract or subcontract shall not be used for the purpose of undermining the Association or to discriminate against any of its members nor shall it result in the reduction of the present work force nor in the event of extension of service shall it be used to avoid the performance of work covered under this Agreement.
- D. The rights reserved herein shall not be applied in a manner inconsistent with other provisions of this Labor Agreement.

ARTICLE V – ASSOCIATION RIGHTS

- A. The parties agree that there shall be no discrimination against any employee with respect to hours, wages, or any conditions of employment by reason of his/her membership in the Association, his/her participation in the activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceedings under the terms of this Agreement.
- B. The Association and its members shall have the right to use school building facilities at all reasonable hours for meetings. Meetings are to be requested in writing in advance and subject to regular scheduling procedures. Meetings are not to interfere with the regularly scheduled school activities. When weekend or evening use results in added costs to the District, and the Association is informed in advance, such costs will be billed to and paid by the Association. Costs shall be in accordance with the current existing policy of the Board.
- C. Bulletin board space conveniently located and the use of telephone communications for local calls to be used on a reasonable basis shall be made available to the Association and its members.
- D. The Board agrees to furnish to the Association, in response to written requests from time to time, available information which the Association requires to process grievances, administer this Agreement, and to formulate contract proposals.
- E. The Association shall have the right to use school facilities and equipment including computers, copy machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association agrees not to use such equipment or facilities in direct action against the Board of Education or the Administration growing out of labor disputes.

ARTICLE VI – PAYROLL DEDUCTIONS

- A. The Board agrees promptly (i.e. two (2) weeks) to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- B. The Board shall also make payroll deductions upon written authorization from employees for the following and any other programs jointly approved by the Association and the Board:
 - 1. Any financial institution that allows electronic fund transfers
 - 2. Tax-Sheltered Annuities
 - 3. Professional Associations
 - 4. Available Insurance Options
 - 5. United Way
 - 6. Savings Bonds
 - 7. Jackson Education Fund

ARTICLE VII – EMPLOYEE RIGHTS AND PROTECTION

- A. Nothing contained herein shall be construed to deny or restrict any employee rights he/she may have under any applicable law or constitution.
- B. The private life of an employee is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her responsibilities.
- C. Both parties have the responsibility to see that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, height, weight, non-job interfering handicap, or arrest record.
- D. Any case of criminal assault upon an employee while on official school business or school-related business shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice to acquaint the employee with his/her rights and obligations with respect to such assault.
- E. Time lost by an employee in connection with any incident related to "D" above shall not be charged against the employee unless negligence is proved.
- F. Any complaint directed toward an employee shall be promptly called to the employee's attention. If such complaint is to be made a part of the employee's personnel file or a matter of other written record, management must reveal the name of the complainant and the nature of the complaint. The employee may submit a written statement to be attached to and filed with the original complaint.
- G. When no other person of authority is present or readily available, employees may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself/herself or others, or to prevent damage to school property and for no other purpose. The Board shall provide consultation with an attorney in the event the employee is complained against or sued for such action.

- H. Employees shall be provided a locked area for personal belongings for protection from potential theft. The immediate supervisor(s) shall be responsible for determining the location of the secured area(s) and for informing the employee(s) of the location of it. The District is not an insurer of the employees' belongings and it is understood that employees failing to take advantage of locked areas assume the risk of loss.
- I. It is understood that an employee may refuse to carry out an order, which threatens physical well-being or safety. This would include, but not be limited to, remaining in school under emergency situations, bomb searches, etc.
- J. An employee shall be entitled, at his/her request, to have present a representative of the Association when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- K. No employee shall be disciplined, reprimanded or reduced in compensation or deprived of any professional advantage for reasons that are arbitrary or capricious.

The employer agrees to practice, to the extent possible in the sole discretion of employer, the concept of progressive discipline and shall notify the employee in writing when issuing any form of discipline. A plan of assistance may be issued, in accordance with Article XIV, A, 11. The parties agree that progressive discipline levels include:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Discharge

The level of discipline may vary depending on the circumstances, including the nature and severity of the violation. Severe circumstances may result in the immediate discharge of an employee.

All corrective action will be discussed with the employee within five (5) workdays of incident, or within five (5) workdays after the supervisor becomes aware of the incident. If additional time is needed to determine the appropriate discipline, the employee and the Association will be made aware of a time extension.

- L. Any material, which is negative or disciplinary in nature, must be reviewed and signed by the employee in order to be of any effect. Signing does not necessarily indicate agreement. The employee shall have two (2) weeks, ten (10) school days, to submit a written statement in regard to such materials for inclusion with the materials, in the personnel file.
- M. Each employee shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the employee's request, accompany the employee in this review. Any warning or reprimand not received by the employee may be removed from the file at the employee's discretion. The review shall be made in the presence of the individual in charge of Human Resources, or their designee, or the Superintendent of Schools. Privileged information, which is specifically exempted from review, shall include such confidential credentials and related personal references normally sought at the time of employment.

- N. An employee believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint through the grievance procedure to have said material corrected or expunged from their file.
- O. Any warning or reprimand in an employee's personnel file which does not relate to a recurring incident within a three (3) year period from the date of warning or reprimand shall be removed from the file at the written request of the employee. Said warning or reprimand shall not be used in a future disciplinary action against said employee.

ARTICLE VIII – SENIORITY AND LAYOFF

A. Seniority

1. On October 1 the Board shall publish and distribute a seniority list to each member of the bargaining unit. Such list shall include all individuals who hold seniority as a result of the Master Agreement.
2. In the event that more than one individual has the same last date of hire according to the aforementioned seniority list, a drawing shall be held to determine position on the seniority list. The Association and the employees so affected shall be notified in writing of the date, time, and place of the drawing. The drawing shall be conducted openly and at a time and place which will reasonably allow affected employees and Association Representatives to be in attendance.
3. Seniority shall be measured from the last date of hire. That date (adjusted, if need be, in accordance with the following principles) shall become the seniority date and number for each employee.
4. Employees who have, since their last date of hire, had approved leaves of absence without pay for more than thirty (30) calendar days for reasons other than service with the Armed Forces of the United States, shall not lose seniority nor gain additional seniority while on such leave. Upon return, they shall accrue seniority at the point where they left off at their departure.
5. Employees on leave of absence to serve the Armed Forces of the United States will accrue seniority if given an honorable discharge and returned to work in accordance with Michigan Laws relating to Veterans.
6. Any employees who choose a supervisory, executive or confidential position shall not accrue seniority while working outside the bargaining unit. Said employees may return to the bargaining unit only when their jobs are eliminated and at such time may exercise previously accrued seniority and bump back into the unit in accordance with the procedures as set forth in Article VIII, B-3.
7. Employees on layoff shall continue to accrue seniority during the entire period of said layoff.
8. Leaves of absence without pay of less than thirty (30) calendar days and leaves of absence with pay shall not interrupt continuous service nor be deducted from seniority.

9. Absences of leave without pay in excess of thirty (30) calendar days, except for service with the Armed Forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.
10. An employee shall lose seniority for any of the following reasons:
 - a) If the employee quits
 - b) If the employee is discharged for reasons that are not arbitrary or capricious
 - c) If the employee overstays a leave of absence, unless otherwise agreed to in writing by the Superintendent and the Association
 - d) If the employee's time on layoff exceeds the greater of twelve (12) months or a period equal to the employee's accumulated seniority to date of layoff
 - e) If the employee obtains a leave of absence and does not utilize the leave as set forth in the request
 - f) If a settlement with the employee has been made for permanent and total disability
 - g) Retirement

B. Layoff

1. In the event it becomes necessary to reduce the work force for any reason, probationary and temporary employees shall be laid off first. Thereafter, further reduction in force shall be undertaken with the goal of retaining the employer's most effective employees. Therefore, the employer will issue layoff notices to its employees in accordance with their individual effectiveness, with the employer's least effective employees being laid off first. Effectiveness of an employee shall be measured based on the employee's most recent year-end performance evaluation. Seniority will be a factor in layoff decisions only as a tie-breaker in the event two employees are determined to be equally effective.
2. Notice of layoff shall be made thirty (30) calendar days prior to the layoff.

ARTICLE IX – VACANCIES, PROMOTIONS AND TRANSFERS

- A. A position is considered vacant when a position is newly created, or an employee quits, retires, or is discharged for reasons that are not arbitrary or capricious, or when an employee transfers or is promoted. In the event an employee is on an unpaid leave of absence in accordance with Article XI.E, such position shall be considered vacant after one (1) calendar year.
- B. The Board and the Association agree that it helps both parties if employees are notified of vacancies as they occur. Therefore, the Administration shall post vacancies as they occur in accordance with the standard practice of the Human Resources Department.

- C. Vacancies shall be filled by the Administration with the candidate that Administration feels, in its sole discretion, will most effectively fill the position.
- D. The Administration shall have the “right-of-assignment” relative to all employees and positions. Therefore, the Administration shall have the ability to transfer employees and/or or fill vacant positions in a manner that the Administration feels will best address the needs of the District.

ARTICLE X – WORKING CONDITIONS

- A. The normal workday shall be eight (8) hours per day. The normal workweek shall be forty (40) hours per week, Monday through Friday.
- B. The Board recognizes the principle of a forty (40) hour workweek and will set schedules and make work assignments, which can reasonably be accomplished within the afore-described workweek. The Board will not require employees regularly to work in excess of such workweek within or outside of any school building except in the case of special projects.
- C. Any overtime will be authorized in advance and follow District procedures except in the case of emergencies.
- D. Any employee, who by mutual agreement with his/her immediate supervisor starts his/her work earlier shall be able to quit an equivalent amount of time earlier.
- E. All employees shall be entitled to a duty-free, uninterrupted lunch period of not less than one (1) hour. Employees who agree to a scheduled lunch period of less than one (1) hour shall be permitted to leave early to compensate.
- F. The normal work hours shall be from 7:30 a.m. to 4:30 p.m. Any deviation shall be by administrative directive.
- G. Employees will be provided a fifteen (15) minute duty-free break in the morning and the afternoon.
- H. When schools are not open because of "Act of God" days, employees are not expected to report. The District will compensate employees at their daily wage for up to six (6) “Act of God” days or the amount permitted by Michigan Law.
- I. Since efficient school administration is promoted when secretaries are working within their area of competence without excessive and overburdening demands, secretaries shall not be assigned non-secretarial, non-bargaining unit work, except temporarily and for good cause. Accommodations will be made in the secretary's normal workload, if necessary, to accomplish the additional assignment.
- J. During vacation periods every endeavor will be made to correlate the hours of employment for employees and other non-certified personnel in the building. Under no circumstances will a secretary be required to work as the sole occupant of the building.

- K. Adequate parking facilities shall be made available to employees for their exclusive use when possible. All future building, modernization and site expansion will include adequate parking facilities for employees. If parking spaces are assigned, all parking spaces, with the exception of those employees who use their car regularly for duties connected with their assignments, those spaces shall be assigned by seniority.
- L. Neither party shall unlawfully discriminate against any employee as to wages, hours, terms and conditions of employment because of the employee's race, creed, religion, ethnic group, national origin, age, sex, sexual orientation, marital status, height, weight, non-job interfering disability, or membership in/or association with the activities of any secretarial organization.
- M. If specific secretarial or clerical positions are to be eliminated, written notice shall be provided the Association and the secretary involved thirty (30) calendar days in advance of such elimination.
- N. When an employee is transferred to a new position for any reason, he/she may take any equipment that was purchased for them with certified a health condition or under ADA requirements. A written request must be made to the Human Resource Office listing the items.
- O. Upon employment, the name of each employee shall be provided along with a written job description for the work he/she is expected to perform to the President of the Association.
- P. In the event the opening of the school year is delayed or the school year is interrupted, and school is scheduled to be in session on holiday-related days, Christmas vacation, Spring vacation, or the last week of June, employees will be required to work on all such days that school is in session, and all other days as might be necessary to complete the school year. Compensatory time off for work performed on any days listed above will be arranged by mutual agreement between the employee and his/her immediate supervisor.

It is agreed between the parties that the intent of Article X, P, is that if school should be delayed, employees and their supervisors will consider the alternative of banking days off during the delay. Such banked time may be used as workdays by the Board during the time that school is later in session.

Q. **Substitute Secretarial Time**

No more than twenty (20) workdays per building per year may be scheduled. Scheduling of additional assistance shall be done by the building principal.

- R. The Administration agrees to post a Summer School Secretary position(s) each year that the District participates in an elementary summer school program. If the decision is made to eliminate the summer school program and secretary position, it is agreed that it is not for the purpose of eroding the bargaining unit.
- S. If a building is closed during the workday, employees will either:
 - 1. Be released within thirty (30) minutes of closing, or
 - 2. Be relocated to another building to do work related to their specific assignment.

T. **Medical Service to Students**

1. Except for any designated Emergency First Aid Trained individuals, employee service shall be limited to the dispensing of Band-Aids and ice packs, taking temperatures, and minimal assistance to determine the degree of injury or illness which could include calling administrators, parents, and/or emergency personnel. The employer shall indemnify and save harmless from any liability employees who administer medical assistance.
2. Latex gloves shall be readily available to each employee and must be used whenever working with body fluids.
3. The District may assign one or more employee volunteers in each building to be "Emergency First Aid Trained" in first aid and CPR. Employees who volunteer to be Emergency First Aid Trained shall receive American Red Cross training for first aid and CPR either during or outside the employee's assigned work hours. All training outside the employee's assigned hours of work shall be additional paid time in accordance with Article XIII.

U. **Student Medication**

Employees may be required to administer oral prescription and nonprescription medication to students only under the following conditions:

1. A current JPS School-Administered Medication Form has been completed, returned, and available to the employee which includes written permission of the student's parent or guardian to administer the medication and the instructions of a physician, physician's assistant or certified nurse practitioner to administer the medication.
2. Medication must be administered in good faith in the presence of another adult or in an emergency that threatens the life or health of the student, pursuant to the written permission of the student's parent or guardian and in compliance with the instructions of a physician, physician's assistant, or certified nurse practitioner.
3. The medication must be recorded in the School-Administered Medication Record and such record must be maintained at a current status.
4. The Employer shall indemnify and safe harmless from any liability to employees who administer medication to students in compliance with foregoing conditions.
5. On an annual basis, employees will receive appropriate and reasonable training, equipment, office coverage, and related materials to ensure safe and efficient medication, procedures when dispensing any oral medication.

V. **Onboarding, Mentoring & Training**

1. Every new member of the bargaining group shall be required to fulfill the *District Norms, Onboarding and Basic Information* training prior to start of assignment in any position. See Appendix G.

2. Every new member of the bargaining unit will be required to be assigned a mentor from the unit to complete 10 hours of mentor/ mentee training including but not limited to those areas specifically described in Appendix G.
3. Mentees shall be paid \$250 upon successful completion of both the District norms, Onboarding and Basic Information training as well as the 10 hours of required Mentor/Mentee training.
4. Mentors shall be paid a stipend of \$25/ hour up to a maximum of 10 hours throughout the year. (Mentors shall be selected by administration and may change throughout the year as the principal identifies areas of need or additional training).
5. Mentees shall meet monthly with their immediate supervisor to review the initial training, and mentor program to create individualized targets aimed at the success of each member and review the training outlined in Appendix G.

ARTICLE XI - LEAVES OF ABSENCE

A. Paid Time Off

Employees working 45 and 46 weeks 5 PTO days per year

Employees working more than 46 weeks 5 PTO days per year and
5 PTO Summer days

1. At the conclusion of the work year, all unused PTO days will convert to sick days.
2. Current PTO banks may be used as such. Employees who have accumulated PTO days may use such days as PTO days after they have exhausted all of their current PTO days.

B. Sick Days

Employees working 45 and 46 weeks 6 Sick Days yearly

Employees working more than 46 weeks 6 Sick Days yearly

1. Employees shall accumulate up to a maximum of 30 sick days. Such accumulated sick days may be used for the following reasons:
 - (a) Sick leave for personal illness or accident not connected with the duties of the employee.
 - (b) Illness or disabling accident in the immediate family (spouse, children, grandchildren, parents of spouse, and parents of employee) not to exceed eight (8) days per year, four (4) of which may be used for grandchildren.
 - (c) Emergency leave construed to mean time necessary for the conduct of personal affairs which cannot normally be handled outside the regular work hours. Emergency leave shall include the following in addition to other emergencies which must be approved by the immediate supervisor:

- (i) One (1) day for attendance at school graduation of a son, daughter, or spouse. A maximum of two (2) days additional time will be allowed when travel is required.
 - (ii). Absence because of death in the immediate family or stepfamily (spouse, children, mother, father, brother, sister or grandchild of the employee and spouse) not to exceed five (5) days for each occurrence. Said leave must be taken within 30 days from the date of death.
 - (iii) Attendance at the funeral of persons whose relationship to the employee warrants such attendance.
 - (d) Anytime "immediate family" is mentioned in this Agreement, it also includes step-family (for example, father includes step-father, mother includes step-mother, etc.).
2. If an employee is off for three (3) or more consecutive days, they must have pre-approval from immediate supervisor or may be required to bring a doctor's excuse when they return to work. The employer may require proof of illness after three (3) consecutive unscheduled days.
- C. Leaves of absence for employees injured while working for the Board and thus eligible for Workers' compensation benefits shall be as follows:
- 1. PTO and then accumulated sick leave days, on an optional basis to the employee, shall be made available to the injured employee during the period he/she is unable to work as a result of an accident.
 - 2. If the employee chooses the option of PTO or sick leave days, his/her Worker's Compensation benefits shall be supplemented by school funds to give the employee the equivalent of his/her regular daily rate. The employee's PTO or sick leave will be charged with a proportionate amount of time lost, based on the ratio of school funds to make the employee's regular daily rate.
- D. Leaves of absence with pay and not chargeable against the employee's PTO or sick leave shall be granted for the following reasons:
- 1. A maximum of three (3) work days for each death in the immediate family (spouse, children, mother, father, brothers or sisters, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse).
 - 2. Absence when called for Jury Service. Pay by the Board shall be limited to the difference between the jury duty pay and the employee's regular daily salary, except that full salary will be paid if the employee turns his/her pay over to the Board.
 - 3. Court appearance as a witness in any case connected with the employee's employment with the Jackson Public Schools, except where the employee is an adverse party or witness to the District.
 - 4. Employees may request job related in-service/training and may attend up to two (2) in-service training days per year. The employee shall fill out a school business

form no later than two (2) weeks in advance, except in the case of emergency and submit the form to their supervisor. Any written information must be attached to the form. The supervisor shall respond within two (2) workdays, providing rationale if the request is denied. If the request is denied, the employee may appeal to the supervisor accompanied by an Association representative.

E. Subject to the provisions of the FMLA, leaves of absence without pay or fringe benefits for a reasonable period not to exceed one (1) year, will be granted when requested in writing by any employee who has been employed for one (1) or more years with the Jackson Public School District without loss of seniority in any of the following cases: (A second year may be granted at the option of the Board if requested at least sixty (60) days before the expiration of the original approved leave.)

1. Serving in any elected or appointed position, either public or Association;
2. Personal illness either physical or mental, including disability due to pregnancy or childbirth. Request to return must be accompanied by a Board-designated physician's statement that the employee is able to resume his/her regular duties;
3. Prolonged illness in the immediate family, limited to spouse, children, parents of employee and spouse, and grandchildren if the employee is the guardian or if they live in the household; or
4. Other leaves for reasons as specific in the application if requested by the employee. Such reasons will be subject to review by the Association and the Board.

F. **Return from Leave of Absence**

1. An employee on an unpaid leave of less than one (1) calendar year as defined in Article XI. E, and including short-term and long-term disability, shall return to the position he/she held prior to his/her unpaid leave. The position will be filled with a substitute while the employee is on unpaid leave. Upon return to work after more than one (1) calendar year of unpaid leave, the employee will be placed on the substitute list and may apply for vacancies that occur in accordance with Article VIII. While on the substitute list, the employee will receive substitute wages and will not be eligible for fringe benefits.
2. An employee on a paid leave as defined in Article XI. A, B, C, and Article XII, shall return to the position he/she held prior to his/her paid leave. The position will be filled with a substitute while the employee is on paid leave.
3. The employee will be dropped from the seniority list at such time as he/she refuses appointment to a position within the classification, which he/she held at the time the leave was granted.
4. Failure to comply with the regulation as outlined in this section shall be considered as a resignation and forfeiture of seniority rights.
5. The employee will be dropped from the seniority list if he/she accepts employment with another employer while on leave of absence. The above will not apply to

persons involved in rehabilitation or training programs required by illness or disability or while on active military service, as required by law.

- G. In addition to leaves authorized above, the immediate supervisor may authorize an employee to be absent without pay for personal reasons for a period(s) not to exceed twenty (20) workdays in any calendar year. His/her position may be filled by a substitute for this period of time.
- H. Leaves of absence without pay of more than twenty (20) work days, but no longer than ninety (90) work days, may be granted by the Assistant Superintendent for Human Resources and Secondary Curriculum if, in his/her opinion, the leave may benefit the Jackson Public Schools and the employee concerned. In such cases, the position may be filled by a substitute for the period of the leave.
- I. An employee who is absent from duty shall report the reason and anticipated duration of the absence to his/her immediate supervisor. This report will be made at least forty-five (45) minutes prior to the start of the workday unless prevented by extenuating circumstances. All unauthorized and unreported absences shall be considered without leave and deduction of pay for the employee shall be made for the period of the absence. Such absence may be made the grounds for disciplinary action by the Superintendent upon recommendation by the department head or principal.

ARTICLE XII – HOLIDAYS

A. Holidays

1. The following days shall be observed as paid holidays:
 - News Year's Eve
 - New Year's Day
 - Martin Luther King Day
 - President's Day
 - One-half day on Good Friday
 - Spring Break Holiday –
*five (5) consecutive days per
building calendar*
 - Memorial Day
 - Independence Day
 - Labor Day
 - One-half day before Thanksgiving (*unless
district is closed, then full day*)
 - Thanksgiving Day
 - Day after Thanksgiving
 - Day before Christmas
 - Christmas Day
 - Day after Christmas
2. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.
3. The employee shall be eligible for holiday pay under the following conditions:
 - a) The employee would have been scheduled to work on such a day if it had not been observed as a holiday, unless the employee is on vacation, sick leave, or other authorized leave with pay.
 - b) The employee worked his/her last scheduled workday prior to the holiday (first half of the day on those days designated a one-half (1/2) day off) unless he/she is excused by the Board, or he/she is absent for any

reasonable purpose. The Board and the Association shall mutually agree upon whether the purpose is reasonable in each case.

- c) If the holiday is observed on an employee's scheduled vacation, his/her vacation shall be extended by the number of holidays observed. If the holiday is observed while he/she is on sick leave, the holiday will not be deducted from his/her sick leave allowance.

ARTICLE XIII – COMPENSATION

- A. Employee hourly rates shall be set forth in Appendix B
- B. Employees will be paid at time and one-half (1 1/2) for actual hours worked over forty (40) hours per week. Paid holidays may count as hours worked in a week for purposes of overtime calculation, with the prior approval of the Assistant Superintendent for Human Resources and Secondary Curriculum.

In lieu of overtime pay, an employee may elect to receive compensatory time with the approval of the employee's supervisor. The time accrued from overtime work shall be used within one (1) year from the time that it was earned. The employee shall request the use of compensatory time from his/her supervisor. The employee may request payment of compensatory time earned when transferring to a new position, upon resignation or termination of service. Employees shall be compensated for time worked on any holiday as prescribed for overtime in addition to the regular pay for the holiday.

- C. Payment will be made on a semi-monthly basis on the 7th and 22nd of each month.
- D. **Part-Time Employees:** Any regularly employed employee on a continuing work schedule at less than full-time, shall be compensated at the appropriate hourly wage rate.
- E. **School-Year Employees:** For employees hired before May 1, 2009 who work a continuous school year term, but less than the full twelve (12) months during each year, shall be compensated at the hourly rates specified for the class of his/her position during the periods actually worked or while on authorized leave with pay, or, if the employee so elects, and the exact number of semi-monthly pay periods he/she will work is known in advance, the employee may be paid on a year-round basis at a rate calculated as follows:

$$\text{Adjusted bi-monthly pay} = \frac{\text{Total yearly anticipated}}{24}$$

All pay adjustments for absence without leave or other reasons as specified in this Agreement will be made in accordance with the hourly rate. Eligibility for adjusted bi-monthly pay spread shall be revoked for employees whose pay spread has had to be adjusted due to unpaid days until such employee has accumulated twenty-five (25) sick days.

F. **Entrance Salary Rates**

1. **Entrance Rate on Initial Employment**

Original appointment to any position shall be made at the minimum rate and advancement from the minimum rate within a salary or wage range shall be by successive steps. The Superintendent may approve initial compensation for a position at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that such employee shall not be initially compensated above the third step of the range. Any such exception shall be based on the outstanding and unusual character of the employee's experience and ability over and above the qualifications specified for the class, or an experience of extreme difficulty in successfully hiring at the entrance rate.

2. **Starting Rate on Return to Duty**

When an employee returns to duty in the same class or position after a separation from service, such employee shall receive the rate in the pay range at the step at which he/she was paid at the time of separation and shall subsequently serve there for at least such period as is normally required for advancement to the next step.

G. Movement from one salary step to the next shall be automatic.

H. **Probation and Advancement Within a Pay Range**

1. **Probation**

The first six (6) months of service with the District shall be considered the period of probation.

2. **Advancement in the Base Range**

At the completion of the first year of service, the employee shall be advanced to the next higher rate in the appropriate salary or wage range provided that his/her service has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head or supervisor concerned and approval by the Superintendent when the employee has satisfactorily completed at least one (1) year of service at his/her current rate in the appropriate pay range. Such advancement shall be made yearly until the employee has reached the maximum base rate of the range for his/her position.

I. **Retirement**

The Board shall not adopt nor impose any policy regarding the retirement age of employees, which is in conflict with the provisions of this Agreement or applicable State or Federal laws. Employees shall not be required to retire from active service if such retirement would prevent the employee from obtaining thirty (30) years of retirement service credit.

J. **Terminal Leave**

Terminal leave shall be paid at sixty percent (60%) of the final rate of pay for a maximum of one hundred twenty (120) days of unused accumulated sick leave days accumulated prior to July 1, 2010, either to his/her estate upon death while in the Board's employ, or upon retirement under the provisions of the Michigan Public Schools Employees' Retirement Act. Employees shall not receive any terminal leave pay for accumulated unused paid time off (PTO).

K. **Insurance Protection**

The Board will contribute to the total annual cost associated with the District's medical benefit plans an amount consistent with its elected method of compliance with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act. The District will pay the maximum amount permitted by JPS' elected method of complying with Public Act 152 of 2011, being the Publicly Funded Health Insurance Contribution Act (i.e. if the District chooses to comply with Section 3 of the Publicly Funded Health Insurance Contribution Act, the District shall contribute the maximum payment permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. If the District chooses to comply with Section 4 of the Publicly Funded Health Insurance Contribution Act, it shall contribute the maximum percentage permitted by Section 4 of the Publicly Funded Health Insurance Contribution Act).

The District will contribute one half (1/2) of the deductible to employees' Health Savings Account (HSA) account on September 15, and one half (1/2) on or before March 15. For those electing a HSA for the first time, the March 15 deductible payment will be paid on or before January 15th for transition.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their HSA up to the maximum amounts allowed by Federal law.

Additionally, the Board agrees to provide each employee with a medical benefit plan and insurance protection equivalent to that offered to non-unit employees of the District.

If three (3) employees or less opt-out of the medical benefit plan, each employee shall receive a payment of two hundred (\$200) per month. If four (4) or (5) employees opt-out of the medical benefit plan, each employee shall receive a payment of \$300.00 per month. If six (6) or seven (7) employees opt-out of the medical benefit plan, each employee shall receive a payment of \$350.00 per month. If eight (8) or more employees opt-out of the medical benefit plan, each employee shall receive a payment of \$400.00 per month.

General Provisions



1475 Kendale Boulevard, PO Box 2560
East Lansing, MI 48826-2560
800.292.4910

2021 Rate Renewal Exclusively for Jackson Public Schools

Quote #: 346904
MESSA Field Rep: Julie Berryman Adams
Date Created: 08/03/2020

Rates Effective 01/01/2021 through 12/31/2021

Quoted Group(s): 621K - Non Unit Administration

Medical plans

Description	Benefits	Enrollment	2020 Rate* w/ 2% Discount	2021 Rate* w/ 2% Discount
Plan IN Deductible: IN Coinsurance: OL/OV/SV Copay: UC/ER Copay: Rx Coverage: Riders:	MESSA Choices (8F) \$1000/\$2000 0% \$20/\$20/\$20 \$25/\$50 Saver Rx EA1	Single: 8 2-Person: 8 Family: 8	\$681.42 \$1,533.21 \$1,907.98	\$698.84 \$1,572.40 \$1,956.76
Plan IN Deductible: IN Coinsurance: OL/OV/SV Copay: UC/ER Copay: Rx Coverage: Riders:	MESSA Choices (8O) \$1000/\$2000 10% \$20/\$20/\$20 \$25/\$50 Saver Rx EA1	Single: 0 2-Person: 0 Family: 1	\$631.57 \$1,421.03 \$1,768.38	\$647.71 \$1,457.37 \$1,813.59
Plan IN Deductible: IN Coinsurance: OL/OV/SV Copay: UC/ER Copay: Rx Coverage: Riders:	MESSA ABC Plan 1 (7O) \$1400/\$2800 0% \$0 \$0 ABC Rx EA1	Single: 2 2-Person: 2 Family: 6	\$645.14 \$1,451.59 \$1,806.41	\$661.64 \$1,488.71 \$1,852.59
Basic Term Life with Medical Volume:	\$5,000	35	\$1.50	\$1.50

*Medical Rate includes 4.349% for federal and state taxes and fees.

*Medical Rate includes 1.547% for federal and state taxes and fees.

COBRA RATES:

The COBRA rates for this group are the same as the rates above.

The above rates are based on plans and enrollment as of 07/27/2020. Material changes in the composition of the group such as number of enrollees, definable group, eligibility requirements or plans offered may affect the final rates.

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If you have any questions, please contact your MESSA Field Representative, Julie Berryman Adams, at 800.292.4910.



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**2021 Rate Renewal Exclusively for
 Jackson Public Schools**

Quote #: 346904
 MESSA Field Rep: Julie Berryman Adams
 Date Created: 08/03/2020

Rates Effective 01/01/2021 through 12/31/2021

Quoted Group(s): 621K - Non Unit Administration

Ancillary plans with medical

Description	Benefits	Enrollment	2020 Rate	2021 Rate
Dental Diag & Prev: Basic Services: Major Services: Annual Max: Orthodontics: Lifetime Max: Riders: Plan Year:	06211-29 80% 80% (X-Rays) 80% \$1,500 80% \$800 2 Cleanings Jul-Jun	Single: 10 2-Person: 9 Family: 16	\$34.17 \$66.04 \$120.68	\$34.17 \$66.04 \$120.68
Vision Plan Year:	VSP 2 S Jul-Jun	Single: 10 2-Person: 9 Family: 16	\$6.36 \$13.63 \$20.54	\$6.36 \$13.63 \$20.54
Life Insurance Volume: Total Volume: Rate/\$1,000: Composite:	1.5X Salary (Max of \$225,000) \$3,378,000	40	\$0.12 \$9.66	\$0.12 \$10.13
AD&D Coverage Volume: Total Volume: Rate/\$1,000: Composite:	1.5X Salary (Max of \$225,000) \$3,378,000	40	\$0.03 \$2.42	\$0.03 \$2.53
LTD Benefit Benefit: Max Monthly Salary: Waiting Period: Alcohol/Drug: Mental/Nervous: Soc. Sec. Offset: Own-Occupation: Pre-Exist Cond.: COLA: SS Freeze: Volume: Rate/\$100: Composite:	66 2/3% Max \$7,000 \$10,500 120 CDMF Same as any other illness Same as any other illness Family 2 years Waived No Yes \$185,694	40	\$0.70 \$30.96	\$0.70 \$32.50
Total Monthly Rate per Member: Single			\$83.57	\$85.69
Total Monthly Rate per Member: 2-Person			\$122.71	\$124.83
Total Monthly Rate per Member: Family			\$184.26	\$186.38

COBRA RATES:

The COBRA rates for this group are the same as the rates above.

The above rates are based on plans and enrollment as of 07/27/2020. Material changes in the composition of the group such as number of enrollees, definable group, eligibility requirements or plans offered may affect the final rates.

If you have any questions, please contact your MESSA Field Representative, Julie Berryman Adams, at 800.292.4910.

1. Any employee 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 required said coverage. The employee may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all employees during the open enrollment period:

a) **Health Insurance Coverage**

I hereby declare that the health insurance that I receive pursuant to Article XIII, L, of the Contract between the Board and the Association is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from:

Date

Signature

2. In the event of layoff, the Board of Education agrees to pay insurance benefits for the month that the employee was laid off plus one (1) month.
 3. It is understood and agreed that there will be no duplication of coverage under medical insurance benefits by the employee, if the spouse is offered medical coverage by the Jackson Public Schools Board of Education.
- L. If the employee is driving his / her own automobile on official school business and if the Board and the employee are jointly liable as a result of such automobile use, then the Board will maintain liability insurance in excess of the employee's personal liability insurance. The employee must report forthwith in writing to the Business Office any accident involving the employee while on school business, and maintain at least the minimum liability insurance as required by Michigan Law to gain advantage of this coverage.
- M. A mileage allowance for authorized travel on official school business by an employee in a personally owned automobile shall be paid at the current rate established by the PNA.
- N. Yearly passes covering all athletic events shall be made available to employees and spouses for the high school. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such pass covers one (1) person only and is not transferable.
- O. An annual educational degree stipend of \$500.00 will be paid to employees possessing 60 college credits or an Associate's Degree with a direct nexus to the district and an additional \$500.00 stipend shall be paid annually for the attainment of a Bachelor's Degree or 120 college credits. Employees may submit existing transcripts for consideration. These must be pre-approved by the district (\$500.00 for 60 credits, \$1,000.00 for 120 credits paid annually with the first payroll of the fiscal year following proof of credits/degree).

ARTICLE XIV – EMPLOYEE EVALUATIONS/PLAN OF ASSISTANCE

- A. Professional evaluation of the work of employees shall be accomplished in writing under the following circumstances:
1. Each school year, the immediate supervisor of the employee shall submit written evaluations of the performance of each employee under their supervision. They shall consist of a rating and descriptive statement of the employee's performance as indicated on the evaluation form provided. (Appendix D)
 2. Evaluations shall be made upon completion of ninety (90) days employment and six (6) months employment. Thereafter, employees will be evaluated in May of each year. In preparing this report, the immediate supervisor of the employee shall involve all supervisory personnel working with the employee at the time of the evaluation. Failure to evaluate as stated shall presume effective in all categories.
 3. If a supervisor believes an employee is doing unacceptable work, the reasons therefore shall be set forth in specific terms, as shall an identification of the specific ways in which the employee is to improve when applicable. In subsequent evaluations, failure to again note a specific deficiency shall be interpreted to mean that adequate improvement has taken place.
 4. All evaluations must be discussed with the employee before they are submitted to the Superintendent or his/her designee and shall bear the signatures of the evaluator(s) and the employee. Employees are required to sign the evaluation to indicate that they have seen it. Employees will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it. An employee's signature on the evaluation will not constitute approval of the evaluation, but indicates the employee is familiar with it.
 5. After consultation with the supervisor, his/her designee, or other persons in a supervisory position in relation to the employee who has been involved in the preparation of the evaluation, the employee will have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the employee and the person(s) preparing the evaluation.
 6. The immediate supervisor may, at any time, submit additional reports to the Superintendent or his/her designee, concerning the performance of individual employees with the provision that such evaluations conform to the requirements set forth in this Article.
 7. A copy of the written evaluation shall be submitted to the employee at the time of such personal interview.
 8. In the event of an ineffective evaluation, the employee may request re-evaluation after thirty (30) days.
 9. No comments shall be added to the evaluation by a supervisor(s) after the employee signs it.
 10. No employee shall be required to fill out a self-evaluation form.

11. **Plan of Assistance**

Prior to a plan of assistance, the administration will meet with the employee to discuss the deficiency and allow a mutually agreed upon time for improvement. A Plan of Assistance to overcome identified deficiencies may be issued to an employee by the appropriate supervising administrator. This Plan of Assistance may be issued at any time during the course of a school year according to the guidelines and form set forth in Appendix F.

Every member of the bargaining unit on a plan of assistance will be required to be assigned a mentor from the unit to complete 10 hours of mentor/mentee training including but not limited to those areas specifically described in Appendix G.

ARTICLE XV – EMPLOYEE IMPROVEMENT

- A. The District will reimburse employees for Professional Development on Microsoft products. The employee must take the approved skills test for the class and meet the rubric established for Level #13 new hires to qualify for reimbursement.
- B. The employee may also request approval for other Professional Development by his/her supervisor. No hourly rate will be reimbursed if taken outside regular work hours.
- C. Professional Development at the employer's request will be reimbursed at the employee's hourly rate if approved to be taken outside regular work hours.
- D. Should District-wide Professional Development occur outside of regular working hours, employees shall be reimbursed at the appropriate hourly rate.
- E. The Board will pay enrollment fees for four (4) employees, with a maximum of ten (10) days total each year, desiring to attend workshops, in-service training sessions, or statewide conventions. His/her regular salary shall continue during the workshop-training period. The Association reserves the right to assign employees wishing to attend sessions.
- F. In the event Professional Development involving all employees is being planned by the District, every effort will be made to inform the Association and to reach mutual agreement on a JESA member for inclusion, should a committee be formed for this purpose. Professional Development planned for employees with Association involvement shall be mandatory for attendance, with any exceptions to be approved by the Superintendent/Human Resources Director.
- G. Employees may enroll in appropriate colleges or educational facilities for courses that would directly relate to their employment with the School District. Fees for approved classes shall be paid for by the Board of Education after evidence of satisfactory completion. (See Appendix E)

ARTICLE XVI – MISCELLANEOUS PROVISIONS

- A. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to or inconsistent with its terms, and supersedes and cancels all previous Agreements, verbal or written or based on alleged past practices, between the School District and the Association, and shall constitute the entire agreement between the parties. Any amendment or Agreement supplemental hereto shall not be binding upon either party until such amendment or Agreement has been duly ratified by both parties.
- B. If any provision of the Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions and application shall continue in full force and effect.
- C. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed or hereafter employed by the Board during the duration of the Agreement.
- D. The Board and the Association agree to the principle that differences shall be resolved by the appropriate and peaceful means concerning any matter which is subject to the grievance procedure, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action in such cases against the Board. As used herein, the term "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Failure of employee(s) to return to his/her workstation upon request by the Board shall result in disciplinary action up to and including discharge.
- E. An Emergency Financial Manager appointed to the District under the Local Government and School District Fiscal Accountability Act may reject, modify or terminate this collective bargaining agreement as provided in Local Government and School District Fiscal Accountability Act.

This clause is included in the Agreement because it is legally required by State law. The parties did not agree to this provision. By signing this Agreement, the Union does not agree or acknowledge that this provision is binding either on the Union or the Employer. The Union reserves all rights to assert that this clause is unenforceable.

ARTICLE XVII – DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2024. 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.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representative.

**JACKSON EDUCATION SECRETARIES
ASSOCIATION**
Jackson, Michigan

**THE BOARD OF EDUCATION OF
JACKSON PUBLIC SCHOOLS**
Jackson, Michigan

BY Cheryl Stajkowski
For the Association 7/1/2021

BY Angela Mitchell
For the Board 7-13-21

BY Jeff Beal
Jeff Beal, Superintendent 7-12-21

APPENDIX A

**Work Weeks
Effective 7/1/2021**

Weeks	Position(s) / Job Title(s)
52	<ul style="list-style-type: none"> • Administrative Secretary <ul style="list-style-type: none"> ○ Parkside ○ Maintenance • Bookkeeper <ul style="list-style-type: none"> ○ Jackson High • Records Secretary <ul style="list-style-type: none"> ○ Jackson High • Scheduling Secretary <ul style="list-style-type: none"> ○ Parkside
48	<ul style="list-style-type: none"> • School Secretary <ul style="list-style-type: none"> ○ SCMV
46	<ul style="list-style-type: none"> • Principal for Instruction Secretary <ul style="list-style-type: none"> ○ Jackson High • Department Secretary <ul style="list-style-type: none"> ○ Athletics ○ JHS Counseling Office
45	<ul style="list-style-type: none"> • Elementary School Secretary <ul style="list-style-type: none"> ○ Cascades x 2 ○ Dibble ○ Hunt ○ JPS Montessori ○ John R. Lewis ○ Northeast x 2 ○ Sharp Park • Secondary Grade Office Secretary <ul style="list-style-type: none"> ○ Jackson High x 2 ○ Parkside • Switchboard Operator/Attendance Clerk/Secondary Grade Office Secretary <ul style="list-style-type: none"> ○ Jackson High • Switchboard Operator/Attendance Clerk <ul style="list-style-type: none"> ○ Parkside

Effective July 1, 2021, all 44-week positions change to 45-week positions (must schedule 2 days to work in the building during the month of July with their building principal). It shall be the responsibility of the association member to schedule additional 3 working days during June or August with building principal.

**APPENDIX B
JESA Hourly Rates
July 1, 2021**

Note: To calculate annual salary, multiply hourly rate by the following hours:

52-week	2080 hours
48-week	1920 hours
46-week	1840 hours
45-week	1800 hours

2021/22

Emp status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
52 week	16.64	17.45	18.29	19.19	20.12	21.10	22.13
48 week	16.64	17.45	18.29	19.19	20.12	21.10	22.13
46 week	16.64	17.45	18.29	19.19	20.12	21.10	22.13
45 week	16.64	17.45	18.29	19.19	20.12	21.10	22.13

2022/23

Emp status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
52 week	17.31	18.15	19.03	19.96	20.93	21.95	23.02
48 week	17.31	18.15	19.03	19.96	20.93	21.95	23.02
46 week	17.31	18.15	19.03	19.96	20.93	21.95	23.02
45 week	17.31	18.15	19.03	19.96	20.93	21.95	23.02

2023/24

Emp status	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
52 week	18.00	18.88	19.79	20.75	21.77	22.82	23.94
48 week	18.00	18.88	19.79	20.75	21.77	22.82	23.94
46 week	18.00	18.88	19.79	20.75	21.77	22.82	23.94
45 week	18.00	18.88	19.79	20.75	21.77	22.82	23.94

Employees who receive an Effective or Highly Effective Rating on their annual Performance Evaluation shall advance one step on the schedule below. Any employee who received a Minimally Effective or Ineffective Rating on their annual Performance Evaluation, shall not participate in step advancement.

Merit Pay: In addition, all employees who receive an Effective rating on their annual Performance Evaluation, shall receive a one-time off schedule payment of \$250.00. All employees who receive a Highly Effective rating on their annual Performance Evaluation, shall receive a one-time off schedule payment of \$500.00. The one-time payment shall be made in the first payroll period in September.

**APPENDIX C
JACKSON EDUCATIONAL SECRETARIES ASSOCIATION
Jackson, Michigan**

GRIEVANCE REPORT FORM

Grievance # _____ Jackson Public Schools
Refer to JESA Agreement for time limits

Distribution of Form

1. Superintendent
2. Supervisor
3. Association
4. Employee

Submit to Supervisor in Duplicate

<u>Building/Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

LEVEL I and II

Date Cause of Grievance Occurred: _____

1. Statement of Grievance: _____

2. Relief Sought: _____

Signature and Date of Grievant: _____

3. Disposition of Supervisor: _____

Signature and Date of Supervisor: _____

4. Position of Grievant: _____

Signature and Date of Grievant: _____

LEVEL III

1. Date Received by Superintendent or Designee: _____
Disposition of Superintendent or Designee: _____

Signature and Date: _____

2. Position of Grievant and/or Association: _____

Signature and Date: _____

APPENDIX D

**JACKSON PUBLIC SCHOOLS
JESA Employees Evaluation Form**

EMPLOYEE _____ DATE _____

POSITION _____ EVALUATOR _____

DEPARTMENT/BUILDING _____

RATING SYSTEM – In the space provided, write the number which best describes this person’s performance according to the following system.

- 4. Highly Effective
- 3. Effective
- 2. Minimally Effective
- 1. Ineffective

	Rating	Comments
Has knowledge of practices and procedures and performs the job with neatness and accurately in a timely manner.		
Is able to appropriately relate to others: students, co-workers, teachers, administrators and public.		
Is flexible and has the ability to meet changing assignments.		
Is punctual, dependable and completes job responsibilities.		
Overall rating		

Annual Evaluation

Probationary Evaluation

Administrator's Remarks:

Date

Signature of Evaluating Administrator

Employee's Comments:

I have reviewed this evaluation.

Date

Signature of Employee to signify receipt, not agreement

APPENDIX E

EMPLOYEE CONTINUING EDUCATION APPLICATION

Employees may enroll in appropriate colleges or educational facilities for courses that would directly relate to their employment with the School District provided that:

1. Enrollment in such courses must have prior approval of Human Resources.
2. Fees for approved classes shall be paid for by the Board of Education after evidence of satisfactory completion of the course.
3. Course shall be limited to one (1) per semester.
4. Request for approval must be made in writing, stating course name, fees, and meeting nights at least two (2) weeks in advance of the first meeting.

Complete the form below and submit to Human Resources for approval.

Name _____ School/Dept _____

Course Name _____
(Including a copy of the course description)

Course Dates _____

How is this course directly related to your employment with the School District?

Approved Not Approved

Rationale

Associate for Human Resources _____

Date _____

APPENDIX F

JESA Plan of Assistance to Overcome Identified Deficiencies

Name _____

School/Department _____

Assignment _____

1. **Background Information**

Training Background
Experience
Date of Prior Conference for Deficiencies

2. **Statement of Deficiency**

This section should include:

Direct reference to evaluation instrument specifying area(s) of performance or behavior as unsatisfactory.

3. **Goals and Objectives/Plan/Responsible Party**

This section should include:

Goals and Objectives

- Specific statements as to what is expected of the employee, tie to each area of deficiency

Plan

- A series of reasonable activities and timelines for each area of deficiency

Responsible Party

- What assistance will be offered by the administrator and other resources?
- Who is responsible for each activity?

4. **Monitoring System**

This section should include: A statement of conference, observations and resources to determine progress.

5. **Final Outcome**

This section should include: A final assessment of the satisfactory or unsatisfactory achievement of the program.

6. **Employee Response**

This section should include the employee response to the Final Outcome.

APPENDIX F - continued

Name _____

School/Department _____

Assignment _____

Plan of Assistance to Overcome Identified Deficiencies

1. Background Information

2. Statement of Deficiency

3. Goals and Objectives/Plan/Responsible Party – ***See Attached***

4. Monitoring System

Name _____
(Page 2)

3. Goals and Objectives/Plan/Responsible Party

Objectives	Plan	Responsible Party

Signatures: The signatures below signify only receipt and delivery of the Plan.

Supervisor

Employee

Date

Date

Name _____
(Page 3)

5. Final Outcome

6. Employee Response

7. **Signatures** – These signatures are to confirm the Plan of Assistance has been completed. Signatures below signify only receipt and delivery of the Plan.

Supervisor

Employee

Date

Date

Copy Distribution:

APPENDIX G

District Norms, Onboarding, and Basic Information Training Checklist

Name _____ Building _____
 Title _____ School Year _____

It is the responsibility of the immediate supervisor to prioritize/highlight which training needs to be done before starting your assignment. The Association and the District agree that this form may be updated annually.

	Topics, Skills	Date Completed	Mentor Signature
Complete prior to start of assignment, if applicable	Enrollment Process <ul style="list-style-type: none"> • Processing the enrollment packet • Home Language Form • McKinney Vento • MICR • Smart Choice • Custody Paperwork • 504/IEP • Student Alerts, • Creating a CA-60 • Transportation • School of Choice/District Release Forms • Request Snack Pack from Michigan Data Hub 		
	Customer Service <ul style="list-style-type: none"> • Phone greeting • In person • E-mail 		
	Medication and Medical Procedures <ul style="list-style-type: none"> • Authorization form • Dispensing medications • Student Alerts and Asthma, Seizure, Diabetes, Allergy Plans 		
	Scheduling		
	District Software <ul style="list-style-type: none"> • Blackboard • ESS • Electronic Signs • Red Rover • Munis • FMX • Technology Service Desk • School Business Form 		

	Emergency Drill Procedures <ul style="list-style-type: none"> • Review building crisis plan • Submitting Drill Paperwork • Emergency Response Guides • Alarm Panel 		
	Updating student and parent contact information		
	Printing rosters, 20/20		
	Entering and updating attendance		
	Printing Report cards		
	Count Day		
	Truancy		
	911 Protocol		
	Injury Reports and Insurance Forms (student and staff)		
	Suspension, Restraint, and Seclusion Documentation		
	Section 25 Paperwork		
	Substitute Teacher Procedures		
	Volunteers, IChat forms		

JPS Secretary Mentor/Mentee Log Form

Mentor _____ School _____ School Year _____

Mentee _____ Principal _____

Date	Start Time	End Time	Topics and Skills Covered	Mentee's Questions/Clarification	Mentor's Effective Feedback

Mentor's signature _____ Principal's Signature _____

Mentee's Signature _____

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