

Articles of Agreement

between

**Jackson Public Schools
Board of Education**

and the

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

August 1, 2021 – July 31, 2025

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
- Assistant Superintendent for Finance and Operations
- Director/Assistant Superintendent for Human Resources
- Assistant Superintendent for Elementary Curriculum/Federal Programs
- Assistant Superintendent for Secondary Curriculum
- Assistant Superintendent of Communications and Community Relations

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

Board meeting agendas are posted on the district website. 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. Administrator pay schedule shall begin the 1st day of August.
2. Each member will be responsible to keep a work calendar approved for the upcoming school year.
3. Each member will be provided a work calendar for each successive school year by June 30th of each year.
4. 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 not required to report to work on bad weather days as determined by the Superintendent.

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 Effective.

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.

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 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 – EVALUATION, 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 - Discipline and Discharge

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. 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.

d. Sick day buy back for members that retain 90 accrued days of sick time:

(i) members may sell back no more than 11 days per year at the rate of \$50/day.

(ii) Request must come no later than July 22 and will be paid on August 7 pay of each year.

(iii) Members may not sell back days that would cause them to dip below the 90 day minimum for participation.

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 - 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 A2 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 E - 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	Elementary Principal (<i>Hunt, Per LOA for the duration of the agreement or upon becoming vacant</i>) Principal (Alternative School)
III	Elementary Principal (Cascades, Dibble, JPS Montessori, John R. Lewis, Northeast, Sharp Park) District Athletic Director (<i>beginning 2019 or upon becoming vacant</i>) Associate Principal (JHS/Parkside)
IV	Assistant Principal (Elementary, JHS, Parkside)
V	Director of District Operations
VI	Director of Business Services
VII	Assistant Director of Operations
VIII	Dean of Students
IX	Director, SCMV (<i>beginning in the 2023-24 school year - salary and compensation package consistent with current SCMV agreement</i>)

2. **Salary Schedule** August 1, 2021 – July 31, 2025

CATEGORY	STEPS				
	0	1	2	3	4
2021-22 (2% increase)					
0	113,891	114,962	116,034	117,106	120,437
I	108,530	109,602	110,674	111,747	112,818
II	103,170	104,242	105,314	106,386	107,051
III	96,738	97,810	98,882	99,954	101,562
IV	90,306	91,378	92,450	93,522	94,594
V	90,521	91,592	92,664	93,736	94,808
VI	85,606	86,677	87,749	88,822	89,894
VII/VIII	78,366	79,437	80,511	81,582	82,653

2022-23 (2% increase)					
0	116,169	117,261	118,355	119,448	122,845
I	110,701	111,794	112,888	113,982	115,074
II	105,233	106,327	107,420	108,514	109,192
III	98,673	99,766	100,859	101,953	103,594
IV	92,112	93,205	94,299	95,392	96,486
V	92,331	93,424	94,517	95,611	96,704
VI	87,318	88,410	89,504	90,598	91,691
VII/VIII	79,933	81,025	82,121	83,213	84,306

2023-24 (2% increase)					
0	118,492	119,607	120,722	121,837	125,302
I	112,915	114,030	115,145	116,262	117,376
II	107,338	108,453	109,569	110,684	111,376
III	100,646	101,761	102,877	103,992	105,666
IV	93,954	95,069	96,185	97,300	98,415
V	94,178	95,292	96,408	97,523	98,638
VI	89,064	90,178	91,294	92,410	93,525
VII/VIII	81,532	82,646	83,763	84,878	85,992
IX *	60,724				

2024-25 (2% increase)					
0	120,862	121,999	123,136	124,274	127,808
I	115,173	116,311	117,448	118,587	119,723
II	109,485	110,622	111,760	112,898	113,603
III	102,659	103,797	104,934	106,072	107,779
IV	95,833	96,971	98,108	99,246	100,384
V	96,062	97,198	98,336	99,473	100,611
VI	90,845	91,982	93,119	94,258	95,396
VII/VIII	83,162	84,299	85,439	86,575	87,712
IX *	61,938	62,558			

** per Article X.1 position added consistent with current employment/compensation package*

3. **Merit Pay -** JPSAA members earning a Highly Effective rating will earn a 2% bonus off schedule paid on the first pay in December. Members earning an Effective rating will earn a 1% bonus off schedule paid on the first pay in December. Members earning either Minimally Effective or Ineffective will not receive merit pay. Merit pay will be based on prior year evaluation.

4. **Work Schedule –** Employees being paid in the following categories shall work the following schedule:

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
Category IX	TBD (effective 2023/24 school year)

Beginning July 2022 and each year thereafter, all building principals, associate/assistant principals will work two (2) days in July of their choosing. The days need to be scheduled with the Assistant Superintendent of Elementary or Secondary Curriculum. The dates need to be posted on the building and social media outlets. Principals and Associate/Assistant Principals will be granted the Friday before Labor Day and the two (2) half days during the school year scheduled without students (intended to be the days scheduled on the calendar to comp teachers for their work at parent/teacher conferences).

5. **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.

6. **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 B - Insurance Protection

The Board agrees to provide each Administrator with his/her choice of any of the following 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.

For employees electing health insurance, the employee may select one of the following options:

1. PAK A - MESSA Choices

- 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

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)

2. PAK B - for those not electing health insurance

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.

3. PAK C - MESSA ABC Plan I

- a. Full Family MESSA Choices II:
 - \$1,400/\$2,800 in-network deductible
 - ABC Rx prescription drug plan effective
 - \$0 co-pays for office visit, urgent care and emergency room

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)

4. PAK D - MESSA Choices

- a. Full Family MESSA Choices II:
 - \$1,000/\$2,000 in-network deductible
 - Saver Rx prescription drug plan effective
 - \$20/\$25/\$50 co-pays for office visit, urgent care and emergency room

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)

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 state Hard Cap of the premium cost of Choices II. District shall make its HSA deductible contributions 50 percent on or before September 15 and 50 percent on or before January 15).

Section C - 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 D – Tax Sheltered Retirement Contribution

The District will match up to \$500 of employee contribution to their 403b retirement account during each year of employment as an administrator.

After 10 years of service in the District, or 5 years of service as an administrator, whichever comes first, each administrator shall be entitled to a tax sheltered 403b retirement account contribution, paid proportionately with each paycheck in the amount of \$2,000 annually.

Section E - 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 F - 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 G - 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 H - Longevity Payment

1. Amount based on years of service with Jackson Public Schools:

- a. 10% for 5 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

2. 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.

3. 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.

4. Employees hired before July 1, 2019 – refer to Appendix B.

Section I - Education Fund

Each employee working on a Bachelor's or Master's Degree in the interest of the District 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 teaching/administrative certification. Preauthorization from the Superintendent is required.

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

It is the policy of the Jackson Public Schools Board of Education not to discriminate on the basis of Protected Classes in its educational programs and activities and employment. Protected Classes generally include race, color, national origin, sex (including sexual orientation or transgender identity), disability, age, religion, height, weight, marital status, military status, ancestry, genetic information and such others as are defined in federal or state law. More detailed information can be found in the Board of Education Policies on the district website, www.jpsk12.org. Inquiries and complaints regarding discrimination in programming and employment may be referred to any of the following: Julie Baker, Assistant Superintendent of Elementary Curriculum/Federal Programs, 517-841-2157; William Patterson, Assistant Superintendent of Secondary Curriculum, 517-841-2208.

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 XVI - DURATION OF AGREEMENT

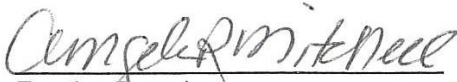
This Agreement shall be effective as of August 1, 2021 and shall continue in effect until July 31, 2025. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.


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

**JACKSON PUBLIC SCHOOLS
ADMINISTRATORS ASSOCIATION
Jackson, Michigan**

By: 
For the Association
7-13-21

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

By: 
For the Board
7-20-21

By: 
Jeff Beal, Superintendent
7-20-21

APPENDIX A HOLIDAY SCHEDULE

The District will provide all members with their schedules/calendar by June 30 of each year. Members will not be scheduled to work the following days:

July	Fourth of July
September	Labor Day
November	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	Day before spring break if the day is designated a no student/no teacher day
March/April	Half-day on Good Friday
May	Memorial Day

**APPENDIX B
LONGEVITY PAYMENT
(for employees hired before July 1, 2019)**

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.

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