

Master Agreement

Between

The Jefferson School District

and

Jefferson Education Association

2014 – 2016

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Agreement Preamble

Democratic Values. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness and respect for the Constitution and the Bill of Rights and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

Individual Freedom. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of a democratic society.

**Master Agreement
2014-2016
between
The Jefferson Schools Board of Education
and
The Jefferson Education Association**

This Agreement is entered into this 31st day of August, 2014, by and between the Jefferson Education Association, here-in-after called the "Association", and the Board of Education of the Jefferson School District, Monroe County, Michigan, here-in-after called the "Board".

WITNESSETH:

WHEREAS, the Board and the Association, in accordance with the Public Employment Relations Act (Act 379 of the Michigan Public Act of 1965) have reached certain understandings with respect to rates of pay, hours of employment, and other terms and conditions of employment which they desire to confirm in agreement.

THEREFORE, it is hereby agreed as follows:

Article 1
Recognition, Inclusions, Delimitations, Definitions

- A. Recognition. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for Contracted and Certificated Teaching Personnel for purposes of collective bargaining in respect to rates of pay, hours of employment, and other employment conditions. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- B. Inclusions. Certificated and teacher personnel (tenure or probationary), with valid contracts signed by the Board's authorized representative, who hold a teaching position or other certificated position with the Jefferson Schools, including counselors and certificated librarians, comprise the bargaining unit, whether on active duty or on bona fide leave of absence as expressed in this Agreement.
- C. Delimitations. Administrative or supervisory personnel are expressly excluded from the terms and conditions of the Agreement, i.e., Superintendent, Assistant Superintendent(s), Principal(s), Federal Projects Coordinator(s), Assistant Principal(s), Director(s) of Vocational Education, Athletic Director, and such other supervisory positions as expressed or intended within the meaning of the Public Employment Relations Act. Also, certified teachers in the Adult/Community Education program, and certified teachers in the Naval R.O.T.C. program, are expressly excluded from the terms and conditions of the Agreement.
- D. Teacher-Board Definitions. The term "teacher" when used herein shall refer to those employees included in the bargaining unit as set forth in paragraph "B" above, and references to male teachers shall also include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.
- E. Consistent with the past practice and policy of the Board of Education, it is hereby mutually agreed between the parties that 'tenure-in-position' in non-classroom positions (Article IV, Section C 1 and 2 of the Michigan Teacher Tenure Act as revised) shall be denied to all bargaining unit members employed in any position eligible for acquisition of such tenure-in-position. It is further agreed that individual contracts of employment specifically excluding acquisition of such tenure-in-position (and waiving any such tenure-in-position previously acquired under predecessor contracts of employment) shall be offered to all bargaining unit members in positions eligible under law for tenure-in-position.
- F. Shaded items in this agreement are prohibited subjects of bargaining per Public Act 100-103 of 2011 and do not apply to bargaining unit members that are certified teachers under the Michigan Teacher Tenure Act. The language included in this agreement related to prohibited subjects is unenforceable for certified teachers under the Michigan Teacher Tenure Act; the Board of Education will follow Board Policy related to prohibited subjects for certified teachers under the Michigan Teacher Tenure Act.

Article 2
Rights of the Board

- A. Legal, Organizational, Operational. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Michigan and of the United States provided that such rights and responsibilities not covered by Constitutional Law shall be exercised by the Board in conformity with the provisions of this Agreement, including the right:
1. Management/Control. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day.
 2. Hiring. To hire all employees, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, and to promote and transfer all such employees, or their dismissal or demotion.
 3. Instruction. To establish grades and approve courses for instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
 4. School Organization. To decide upon the organization of the school for instruction, the final selection of textbooks and other teaching materials, and the selection and use of teaching aids.
 5. Teaching Conditions. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment within the frame-work of this Agreement.
- B. Exercise Rights. 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 hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article 3
Association and Teacher Rights

- A. Legal. It is expressly understood that teachers are endowed with all the rights and protections afforded by the laws, statutes and constitutions of the United States and the State of Michigan. Specifically pursuant to the Michigan Public Employee Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and negotiations. Accordingly, the Board agrees that it will in no way discourage, deprive or coerce any teacher in the enjoyment of these rights.
1. Ethical. In recognition of duty to the teaching profession, teachers will conduct themselves, both in their classrooms and communities, in accordance with the Code of Ethics of the Education Profession.
 2. Contract Continuity. Continuing contracts, once granted to a teacher by the Board of Education of the Jefferson Schools, shall be in force until a teacher is discharged through the regular procedure as outlined by the Michigan Tenure Act, as revised.

- B. Meetings. The Association and its representatives shall have the right to meet in a designated area of a school building with the approval of the Building Principal, whose approval shall not be unreasonably withheld, and outside the normal school day for meetings, provided that when special custodial service is required, the Board may make a charge in accordance with Board policy.
- C. Business Transaction. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the regular school day, with the approval of the Principal, provided such business shall not interfere with or interrupt school operations or performance responsibilities. The Principal will ascertain the availability of staff members and assign an available room upon request where the conference may be held.
- D. Equipment Use. The Association will be permitted to use school equipment, typewriters, mimeographing machines, other duplication equipment, telephones, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.
- E. Notices, Insignia. The Association will be permitted to post notices of its activities and matters of Association concern only on teacher faculty lounge bulletin boards. The Association may use the district mail service and teacher mail boxes for official communications to teachers. Teachers may wear reasonable insignia pins or other identification of membership in the Association. Insignia may not be affixed to school property.
- F. Data Requests. The Board agrees to furnish to the Association within two (2) weeks, in response to reasonable written request, information concerning the financial resources of the district. Such information may include, but not necessarily be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, together with information which might reasonably be necessary for the Association to process any grievance or complaint.
- G. Program Change Notification. The Association shall be notified by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to final adoption.
- H. Board Agenda Notification. The Topic Agenda for Board meetings will be sent to the Association President at least two (2) days prior to the meeting date.
- I. Personnel Files. Teachers shall have the right to review their personnel files, excluding confidential records such as, placement credentials, and letters of recommendation. The teacher may be accompanied by an Association representative.
- J. Political Activities. Political activities of any teacher seeking or holding office or campaigning for candidates shall be outside of school duty hours.
- K. Association Membership. Association membership shall be open to all teachers regardless of race, creed, religion, color, gender, marital status, national origin, age or disability.

- L. Administering Provisions. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be administered in a professional manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, gender, marital status, or disability.
- M. Teachers Children. It is understood by and between the parties that, for the life of this contract, those faculty members who desire to have their children attend Jefferson Schools shall, upon application, have such children enrolled pending availability of space.

Article 4 Payroll Deduction

- A. Other Deductions. The Board shall make payroll deductions upon written authorization from teachers for annuities, savings bonds, voluntary contributions, charitable contributions and other Board authorized deductions. There shall be a limit of six (6) approved annuity programs permitted in a payroll deduction program. All present employees may continue in their present companies; henceforth, only the six (6) jointly selected companies will be retained for payroll deduction purposes. All payroll deduction programs must be approved by the Board with written authorization of the teacher.
- B. Save Harmless. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of monies involved.

Article 5 Teaching Hours and Class Loads

- A. Teachers shall be in the classroom, available for assignment, or engaged in other instructional or counseling responsibilities, no later than 15 minutes prior to class starting time in their assigned buildings. On-duty hours for all teachers shall be as follows: High School, 7:30-2:55; Middle School, 7:20-2:45; Elementary 5/6 Schools, 7:20-2:45; Sordt Elementary School, 8:10-3:35; North Elementary School, 8:10-3:35; Early Childhood Center, 8:10-3:35. The administration reserves the right to adjust (without lengthening the on-duty hours) on-duty times for all teachers thirty (30) minutes in either direction.
- B. The normal daily teaching load in the school system shall not exceed six (6) hours of pupil contact. Pupil contact is defined as:
1. actual teacher time in the classroom;
 2. the passing of classes;
 3. supervised study period.
- For Preschool-4 teachers, supervised time prior to and after the pupils' regular school program shall be considered pupil contact time for the purposes of this Article. Exceptions to this contact time will be necessary in emergency situations.
- C. All teachers shall be entitled to a duty free uninterrupted lunch period, but in no event less than thirty (30) minutes.

- D. Preparation time for High School, Middle School, and Elementary 5/6 School staff shall be equal to the length of one class period in each respective building. South and North Elementary Schools teachers shall use as preparation time, the entire class period in which their students are in Art, Music, Computer, Library, or Physical Education with a minimum of three-hundred (300) minutes each week. Every reasonable effort to distribute this time throughout the week shall be made by the administration. When necessary, preferable schedules will be rotated on an annual basis.
- E. Teachers of Music, Art, Physical Education, Laboratory Sciences, Librarians, Speech Therapists, Reading Consultants, Visiting Teachers, Counselors, and Special Education Teachers, shall be provided relief and preparation time to the same extent as other teachers as scheduled by the building administrator. Every effort will be made to schedule planning time in twenty (20) minutes or greater blocks of time.
- F. All teachers shall be required to attend staff meetings, which may include the total building, grade or department, as scheduled through the administration. These meetings may be scheduled within the required work day. Any meetings scheduled outside the work day shall not exceed one (1) hour per month and shall be scheduled through the building principal.
- G. Parent-Teacher Conferences and Open Houses for each building will be placed within the calendar as negotiated by the parties.
- H. Extra-Curricular Assignments. (Out of regular school hours)
1. All teachers may be assigned extra-curricular duties up to twelve (12) hours per year. Hours assigned in each building will be as equitably distributed as possible. Evening Parent Teacher Conferences and Back to School Nights will count towards the twelve hours. Assignments may vary among the buildings.
 2. Examples of extra-curricular duties include, but are not limited to: parent-teacher conferences, parent-teacher organization meetings, dance supervision, school program supervision, school program productions, open house programs, carnival activities, and supervision and duties associated with school athletic contests.
 3. Teacher input will be considered when making assignments.

There shall be no additional compensation for any time provided under this section.

Article 6

Special Student Programs

- A. Student Placement. The parties recognize that students having special physical, mental and emotional problems may require specialized instruction which will be provided in Resource Rooms. These students will be placed in regular classrooms according to rules set forth by the State Department of Education.
- B. Psychologist and Social Workers. School psychologists and social workers may be employed and assigned to our school district as provided by the Monroe County Intermediate School District.

- C. Referral. The Board of Education will provide appropriate assistance in referring emotionally disturbed students to the Monroe County Mental Health Clinic for the purpose of diagnosis and/or therapy, if recommended by the clinic.
- D. Parents Refusal. All determinations of a student's status are the Board's responsibility if there is a refusal on the part of parents to use the clinic.

Article 7
Teaching Conditions

- A. Class Size. The Board agrees to take all reasonable and necessary steps to maintain class sizes at or below the following:

Preschool.....	22
Young 5's.....	20
K	25
1-3	27
4-5	30
6-12	32

Students from Speech and Resource Rooms Programs (including, but not limited to, resource rooms, co-taught classes, TC's) in grades Preschool - 6 will be equitably distributed between and among general grade level classrooms. In grades 7-12, every attempt will be made to equally distribute special education students among the general education classrooms, but in each core academic classroom the total number of resource program students will be less than 35% of the total classroom enrollment. When regular classes exceed the stated class size numbers in grades Preschool and Kindergarten, teachers will be compensated \$200 per student for 15 days or more per marking period up to two (2) additional students per class. When regular classes exceed the stated class size in grades 1-4, teachers will be compensated \$200 per student for 15 days or more per marking period up to three (3) additional students per class. When regular classes exceed the stated class size numbers up to three (3) in grades 5-12, teachers will be compensated \$50 per student per class for 15 days or more per marking period. If a teacher's class size exceeds the stated number within the last five (5) days of first, second, or third marking periods, those days will count toward the 15 days during the next marking period. In the event the Alternative Education Program exceeds 35 students, the teacher will be compensated \$200 per student per marking period based on total enrollment in the program. In addition, the teacher must be assigned to teach at least four (4) sections within the Alternative Education Program. Special classes such as Choir, Band, and Physical Education will, within reason, be exceptions to the stated numbers and percentages. Compensation for additional students will be provided no later than the second pay period following the end of a marking period.

Additional students will be offered on an equitable rotation, provided the class size does not exceed the stated number by two (2) students in Preschool and Kindergarten, and three (3) students in grades 1-12. Prior to assigning an additional student to a teacher, the building administrator will discuss the assignment with the teacher. When regular class size exceeds the maximum numbers, excess students will be assigned to another classroom.

- B. Equipment and Maintenance. The Board will keep all schools adequately equipped with all necessary machinery and supplies, and will properly maintain all buildings and such equipment and supplies as

necessary. The parties will confer from time to time for the purpose of improving the selection and use of such educational equipment.

C. Plant Maintenance. No teacher or student shall be required to remain in a building for more than three (3) hours-due to lack of electricity, water, or extreme temperatures that fall below fifty-five (55) degrees or over ninety (90) degrees, or if the health of persons are endangered.

D. Duplicating Facilities. The Board shall make available in each school, word processing, duplicating and other necessary equipment and facilities, for the use of the teachers. These facilities and equipment will be made available on an equitable basis, and every effort will be made to ensure that teachers' needs regarding the use of equipment and clerical staff time are met in a timely manner.

E. Provisions. The Board shall provide:

1. A separate and individual desk for each teacher in the district.
2. Suitable closet space that can be locked for each teacher to store coats, overshoes and personal articles.
3. Dry Erase space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught by the teacher.
5. A dictionary in every classroom.
6. Storage space in each classroom for instructional materials.
7. Attendance supplies, dry erase markers, erasers, and other such materials required in daily teaching responsibilities.
8. Smocks for art and home economics teachers, laboratory coats for laboratory science teachers and shop coats for industrial arts teachers shall be purchased every other year by the Board of Education as follows:

One (1) laboratory coat for each science teacher.

One (1) shop coats for each industrial arts teacher.

The cost of each uniform shall be determined by the Superintendent of Schools. Laundering and minor repairs shall be the teacher's responsibility. Replacement of the uniform shall be determined by the building principal. The original requisition for the protective clothing and any replacement shall be made through the regular department budget approved by the building principal.

9. Two (2) drawers in a metal filing cabinet will be furnished for each teacher in the district.
10. Additional protective or safety equipment for a teacher as required by the State will also be provided after approval by the Superintendent.
11. Students will have their needs met in order to be able to perform their learning requirements by having proper educational materials and facilities.

F. Paraprofessionals. When the Board agrees to employ paraprofessionals as conditions (Article 7A) and programs warrant:

1. The building Title I committee will consult the teacher(s) about the use of paraprofessionals in their classroom. This includes the selection process, times, and use of paraprofessionals in the classroom as such conforms to the State and Federal Guidelines and Board regulations.
2. The paraprofessional(s) shall work under the direction of the teacher as outlined by the principal. Performance evaluations shall be the responsibility of the principal, as assigned, with input considerations from respective teachers.

- G. Facilities Use. The Board shall provide in each school adequate lunchroom, restroom, and lavatory facilities for teacher use, and at least one room, appropriately furnished (with bulletin board) which shall be reserved as a faculty lounge. All future buildings will contain rooms and facilities as described above.
- H. Telephone. Telephone facilities will be made available to teachers. All professional long distance phone calls shall be logged. Any personal calls shall be billed to the home phone.
- I. Vending Machines. Vending machines may be installed in teacher workrooms and/or lunchrooms in schools. The teaching staff of such schools having these vending machines will finance, maintain, and operate the machines, as well as determine the purpose for which the profits will be used.
- J. Parking. Adequate off street parking facilities shall be designated and maintained for staff use.
- K. Standardized Test Scoring. Teachers will not be responsible for grading standardized tests administered as part of the district's testing program.
- L. Keys. Keys will be provided to all teachers for the teacher's lunchroom/planning area.
- M. Inclusion. The parties acknowledge the policy of least restrictive environment and the need for staff to participate in the I. E. P. meeting(s) which may initially place, or continue placement of a student in a general education classroom.
- N. All special needs of students such as suctioning, injections, catheterization, diapering, or other personal hygiene or medical needs shall not be the responsibility of the classroom teacher except in life threatening circumstances. Volunteers from the teaching staff may be sought to receive training in and assist in the care of students' medical needs.

Article 8
Instructional Improvement

A. Chairs.

1. Conditions: The Board approves the establishment of secondary department, elementary grade level chairs, and school improvement (SI) chairs for each building. The number of members and duties thereof shall be the responsibility of the Board and shall be established by Board Policy.
2. Selection: Department/grade level/SI chairs will be recommended by building principals with appointment by the Superintendent of Schools. The following areas are offered as suggestions to the Board to consider for department/grade level representation:

High School (9-12)

English Language Arts (ELA)
Math
Science
Social Studies
Special Education
Guidance
Vocational Education
Special Subjects

Middle / Elementary 5/6 School (5-8)

English Language Arts (ELA) (5-6) (7-8)
Math (5-6) (7-8)
Science (5-6) (7-8)
Social Studies (5-6) (7-8)
Special Education (5-6) (7-8)
Special Subjects

School Improvement

JHS
JMS
5/6
North
Sodt

Elementary (Preschool - 4)

Preschool, Kindergarten/Transition
Grade One
Grade Two
Grade Three
Grade Four
Special Education

3. Meeting Dates. Department/grade level/SI representatives will meet with teachers, in the respective areas which they represent, to consider improvements and/or changes in curriculum and other related matters as outlined by Board policy. Agendas shall be provided and minutes kept. Copies of both are to be provided to the building principals. There shall be seven (7) meetings per school year, with a minimum of three (3) per semester.

B. Curriculum Study Committee

The teachers of the school district shall be involved in developing and formulating the curriculum. They shall serve on curriculum study committees. These committees will be formed in accordance with an adoption program which addresses every area of the curricula.

1. Composition. The Board approves the establishment of a Curriculum Study Committee composed of teachers, and administrators. The duties thereof shall be the responsibility of the Board. Teachers will be recommended by building principals to represent each building. Selection will be made from interested parties. Appointments will be made by the Superintendent of Schools based upon these recommendations.

Elementary Level:

The Curriculum Study Committee Representatives at the elementary level shall rotate according to the following schedule:

<u>Rotation</u>	<u>Building</u>	<u>Representatives</u>
#1	North	Kindergarten, Second and Fourth Grade
	Sodt	First Grade and Third Grade
	Elementary 5/6	Sixth Grade and Fifth Grade
#2	North	First Grade and Third Grade
	Sodt	Kindergarten, Second Grade and Fourth Grade
	Elementary 5/6	Sixth Grade and Fifth Grade

Secondary Level:

A maximum of two (2) representatives from the subject area being studied.

C. Compensation. Compensation for department/grade level/SI chairpersons, and Curriculum Study Representatives, shall be as listed in Schedule C 2.

Article 9
Qualifications and Assignments

- A. Qualifications and Assignments. As an initial qualification for employment, teachers employed by the Board for contracted teaching assignments shall have attained at least a Bachelor's degree from an accredited college or university, and a provisional, continuing, permanent, or professional certificate unless necessity requires implementation of parts B, C, and/or D.
- B. Special Permits. Employment of teachers with special or approved permits shall be governed by the Administration Rules governing the Certification of Michigan Teachers.
- C. Assignments and Schedules. All teachers shall be given written notice of their assignments for the forthcoming school year during the month of May if the budget has been assured. Tentative teaching schedules will be made available to all staff by August 15. In the event that changes in assignments or teaching schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the fifteenth (15th) day of August preceding the commencement of the school year unless an emergency requires such changes.
1. Elementary teachers (Preschool - 6) shall be assigned by grade level and building.
 2. Secondary teachers shall be assigned by subject(s) and building.
 3. Teachers whose positions cannot be assigned as above will be assigned by program.
 4. Teachers hired after September 1, 1987, must possess the following qualifications:
 - (a) In order to be assigned to teach in grades 6-12, the teacher must hold at least a state-endorsed teaching minor in his/her assigned area. In assignments for grades 9-12, the added requirements of North Central, if any, must be met.
 - (b) Staff members holding state certificates listing "All Subjects K-8," or "All Subjects Grades 7-8," shall have a specific subject area teaching major or minor in order to be assigned initially to the 6th, 7th, or 8th grade level(s).
 - (c) Teachers who hold K-8 certification in all subjects and are subject to lay off shall not be governed by this provision but shall meet the guidelines contained in Article 17, Section C-7.
 - (d) Staff members teaching in a Pre-School Program shall possess an Early Childhood Certificate Endorsement (R.390.1101) Rule 1 (c). "Early Childhood Certificate endorsement" means an authorization to teach in any school program preceding or including kindergarten."
- D. Additional Assignments. Assignments in addition to the normal teaching schedule during the regular school year shall be with the consent of the teacher. Teachers in the district will be given first consideration on the basis of tenure and length of service in the Jefferson District for said assignments, however, appointments shall be made on the basis of total qualifications.

- E. Certification. It is the teacher's responsibility to obtain and maintain certification and qualifications required by the state and federal laws, such as ESEA/NCLB Act of 2001.

The district will make every effort to place teachers in subject areas in which they are currently certified and qualified (or are in the process of obtaining qualifications by August 2006) as long as it does not place any other teacher out of a teaching position.

The district will not move a teacher from a position in which he/she is certified and qualified to a position in which he/she is not certified and qualified.

A teacher that has been recognized as "highly qualified" under the ESEA/NCLB by this school district shall be recognized as "highly qualified" by this school district for the duration of his/her employment. If the rules related to "highly qualified" under ESEA/NCLB Act of 2001 change, the parties agree to revisit this section.

- F. Part-Time Teachers. Any teacher in the school system regularly assigned on a part time basis will be paid on a pro-rated basis on the proper step of the salary schedule. The hourly rate will be based upon a seven (7) hour work day which does not include a lunch hour. Pay will be issued to teachers for actual pupil contact time plus fifteen (15) minutes preparation time for each pupil contact hour (60 minutes). The exception to the above pupil contact time will be Pre-School and Kindergarten where teachers will be paid a full one half time basis (3 1/2 hours). An appropriate contract which will include the conditions of employment will be developed for the individual teacher. Teachers will know the classroom assignment each year, previous to signing their contract.

G. Shared Assignments (Part Time).

1. With the approval of the employer, two (2) bargaining unit members may agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. For the purpose of this Article, a shared assignment is either:

- a. Working one (1) semester during the school year, either first semester or second semester.
- b. Working each day, but less than a full day. In elementary assignments, this would be teaching either morning or afternoon. In secondary assignments, it would mean having less than the normal assigned instructional periods per day.
- c. Working less than five (5) days per week.

During the period of a shared assignment, bargaining unit members remain subject to and may exercise options under the provisions of Article 10, Vacancies and Assignments.

2. Each bargaining unit member participating in a shared assignment shall be granted seniority on a pro-rated basis for the school year in which a shared assignment is in effect. Salary of bargaining unit members with shared assignments shall be pro-rated.

For example:

- a. Shared assignments of working one (1) semester: 50% of full salary.

- b. Shared assignment of working each day, morning or afternoon: 50% of full salary.
 - c. Shared assignment of working three (3) days per week: 60% of full salary.
3. Each bargaining unit member participating in a shared assignment shall be credited with all of the pro-rated leave days provided bargaining unit members under Article 11, Sick Leave. Pro-rated insurance benefits as provided in Article 23 shall be provided all bargaining unit members who are working part or shared-time.
4. Bargaining unit members requesting shared assignments shall notify the employer in writing by April 1st. Renewals will be subject to Administrative approval. Requests must be submitted on the form as illustrated in this contract, Schedule K.
5. Bargaining unit members in shared time/part time assignments will be required to attend/work all in-services/staff development activities, staff meetings, Parent-Teacher Conferences, records days, grade level meetings and extracurricular assignments without additional compensation.
6. Bargaining members in shared time positions shall stay in said position until a full time position is available.

Article 10

Vacancies and Assignments

- A. Assignments. Assignments for the coming school year will be posted during the month of May of each year, unless the budget has not been assured by that time. The Board, when making assignments, agrees to keep involuntary assignments to a minimum and to take into consideration teacher requests for reassignment.
- B. Change of Assignments. The parties recognize that it is desirable, in making assignments, to consider the best interests of students and teachers. Requests for reassignment by teachers shall be made in writing to the Superintendent prior to April 15. The application shall set forth the reasons for the request, the position, the assignment, and the building. All such requests expire on the first day of the new school year, and are submitted only to notify the administration of teachers' desires in changing assignments.
- C. Involuntary Reassignment. An involuntary reassignment (one made after assignments are posted) will be made only in cases of enrollment or curriculum changes, or in emergency situations. The Superintendent shall make any needed involuntary reassignments by inverse order of seniority of those affected, provided that the reassigned teacher is certified and qualified to teach in the area to which he/she is being assigned.

Involuntary reassignments may also be made to avoid the layoff of senior teachers, or to reduce the number of senior teachers to be laid off. A teacher who is involuntarily reassigned shall be given notice in writing of the reason(s) for such reassignment.

In the case of an involuntary reassignment due to population shifts and/or numbers of an elementary teacher from one elementary building to a different elementary building, the teacher designated by the Administration for such transfer will have the choice of either (a) accepting the reassignment or (b) bumping the least senior teacher (who is properly certified and qualified [in accordance with any federal and/or state requirements, specifically including the "No Child Left Behind Act"]) to take the transfer) in the building in which the reassigned teacher was formerly assigned.

- D. Vacancy Defined. A vacancy shall be defined as a newly created position, or a present position that is not filled but which the Board intends to fill. A vacancy exists only when the number of positions to be filled exceeds the number of staff available to fill the positions.
- E. Vacancy Posting. Whenever any vacancy occurs within the bargaining unit, the Board shall post such position by sending written notices to the Association President, to the general Association membership (when school is not in session), and by posting notice in all buildings for seven (7) days. No vacancy shall be filled except in the case of emergency until such position has been posted.

For anticipated vacancies that occur prior to the posting of teacher assignments, such vacancies will be posted and filled from within the present teaching staff on the basis of certification, qualifications, and seniority. Posted positions shall be the current year's assignments. For anticipated vacancies that occur after the assignments have been posted but prior to August 1, the positions posted shall be for the fall school term. Such positions shall be filled from within the teaching staff on the basis of certification, qualifications, and seniority.

For vacancies which occur on or after August 1, the Board shall post such positions and may fill them from within the present teaching staff. It is recognized that it may be difficult to fill such positions from within the present teaching staff without undue disruption to the existing instructional program.

The Board, using reasonable judgment, may fill such vacancies from within the present teaching staff or with outside candidates, whichever best serves the needs of the school district.

- F. Vacancy Application. All certified teachers may apply for any posted vacancy. The Board will consider applicants on the basis of certification, qualifications, and seniority.

Article 11 Illness and Disability

A. Sick Leave Allowance.

1. At the beginning of the school year, each tenure teacher shall be credited with fifteen (15) days and each non-tenure teacher with twelve (12) days for use as annual sick leave allowance which shall be used for absences caused by illness or physical disability of the teacher not covered by Worker's Compensation. However, in the event a probationary teacher terminates employment in the system at the end of the first semester, payment for all sick days used beyond a maximum allowance of six (6) days will be deducted from the final pay settlement.

2. The unused portion of such allowance shall accumulate to a maximum of one hundred-eighty (180) school days. After June 30th, any unused sick days in excess of 180 days, shall be paid at a rate of fifty dollars (\$50.00) per day.

3. Upon retirement any accumulated sick days will be paid at the rate of fifty dollars (\$50.00) per day.

B. Reporting Absence. Teachers, reporting absence, shall be informed of a telephone number they shall call prior to:

- 6:00 a.m. - High School
- 6:00 a.m. - Middle School
- 6:00 a.m. - Elementary 5/6 School
- 6:30 a.m. – North & Sodr Elementary Schools

Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

C. Contract Violations. In cases where the Administration is not notified by the agreed time, teachers guilty of first and second offenses per semester, shall receive written warnings. The third and subsequent offenses per semester may result in the employee being denied the use of sick leave for the day(s) in questions.

D. Exhausted Leave Time. A tenure teacher who is unable to teach because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to three (3) years. (Renewable each semester in writing.)

E. Injury (On Duty). Absence due to injury incurred in the course of the teacher’s employment shall be charged to accumulated sick leave until the date that Worker’s Compensation begins the weekly pay in lieu of the teacher’s contract salary. The teacher’s accumulated sick leave then shall be used to pay the difference between the Worker’s Compensation weekly pay and the teacher’s regular contract pay until the accumulated sick leave has been exhausted. The teacher will then receive the weekly compensation from the insurance carrier until he/she returns to work or the insurance obligation has been fulfilled according to the State Insurance Commission. Teachers who are on Worker’s Compensation shall be granted seniority during the period of the absence from duty for up to one calendar year. Accrual of seniority while on Worker’s Compensation may be granted beyond the first twelve months (up to a maximum of twenty-four additional months) at the discretion of the Board of Education.

F. Accumulation Notification. At the beginning of each school year, the Board will notify each teacher of the number of his/her accumulated sick days.

G. Injury (Outside Employment). In the event a teacher is injured as a result of outside employment (employment with an outside employer during the regular school year), said teacher shall not receive sick day benefits.

H. Continued Absence. The Administration has a right, after three (3) consecutive days or more of absence, to have the teacher’s physical condition checked by a physician of the school’s choosing to verify eligible disability.

Unless specifically approved by a doctor, which may be verified by the school’s physician, any illness or disability leave can extend for only thirty (30) calendar days.

Article 12
Paid Leaves of Absence

A. Personal Business Leave.

1. The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions.

- a. Days Granted. All teachers are entitled to three (3) days with full pay, per school year. Such days are in addition to sick leave but, if unused, will be added to teachers' accumulated sick leave at the end of each school year. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
- b. Leave Condition. This leave shall be used only for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic.
- c. Request Procedure. Teachers desiring to use such a leave will submit their requests on the application at least three (3) days in advance of the anticipated absence except in the cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal.
- d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
- e. Authorization. The request form shall be signed by the Superintendent or authorized agent and returned to the teacher requesting the leave at least one (1) day prior to the requested day. Approval or rejection will be so indicated on the form.

2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave. All requests shall be channeled through the Building Principal.

3. Violation, Consequences, and Penalties. A teacher violating the provisions of this Article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.

B. Judicial Leave. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. Funeral Leave. All employees covered by this Agreement shall be granted funeral leave, with earned compensation for days the employees are scheduled to work. Days for which compensation was earned shall be deducted from the employee's sick leave bank. The days must be consecutive with and include the day of the funeral. Funeral leave shall be granted as follows:

1. A maximum of five (5) consecutive school days in the event of the death of the employee's spouse, children, step-children, mother, father, step-mother, step-father, brother, or sister.
2. A maximum of three (3) consecutive school days in the event of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren.

3. A maximum of one (1) school day in the event of the death of the employee's aunt, uncle, sister-in-law, or brother-in-law.

Extenuating circumstances may warrant additional time. If granted, such additional time shall also be charged to the employee's earned allowable sick leave bank.

- D. Family Illness. Absence because of illness in the immediate family may be charged to sick leave for a limited period of time. The length of the leave shall be left to the discretion of the Superintendent or designee whose decision will be based on the seriousness of the occasion.

- D. Association Leave. At the beginning of every school year, the Association shall have available twenty (20) days to be used by officers or agents of the JEA. The use of said days shall be at the discretion of the Association which agrees to notify the Board no less than forty-eight (48) hours in advance of such leave. Compensation shall be as follows:

Days 1 - 5	paid by the Board
Days 6 - 10	paid by the Association
Days 11 - 15	paid by the Board
Days 16 - 20	paid by the Association

- F. Salary Adjustments. Each case will be judged on its own merit and salary adjustments shall be made as necessary.

- G. Marriage. A teacher who marries will be granted up to two (2) days of leave for that purpose which shall be taken from sick days.

- H. Educational Leave. The Board may grant certified personnel a leave of one (1) year for professional study if the staff member has served Jefferson at least five (5) years. If twelve (12) semester hours of credit in a planned program appropriate to the teacher's professional development have been earned each six (6) months of the leave, the staff member is eligible for the regular salary increment the following year. The staff member will receive 40% of his/her current salary and benefits. The form requesting approval from the Board must be submitted to the Superintendent by April 1. Teachers applying for Educational Leave should use the Schedule H form.

A teacher returning from such leave will be assigned to the same or a similar position. At the secondary level (7-12), every effort will be made to return the teacher to the same subject area. At the elementary level (Preschool 6), every effort will be made to return the teacher to the same grade level.

If the staff member does not return to Jefferson Schools, all pay and benefit costs shall be repaid to the Board. A staff member must serve Jefferson Schools for three (3) years upon return or must repay one third (1/3) of the stipend for each year not on the payroll.

- I. Notification. The Association shall be notified in writing of all leaves granted to unit members.

Article 13
Unpaid Leaves of Absence

- A. Military Leave. A military leave of absence may be granted to any teacher of a military reserve unit in any branch of the armed forces of the United States. A teacher in the military reserve who is assigned active or emergency duty during the regular contract year must notify the Superintendent, or his building principal, immediately upon his notification.
- B. Association Officers Leave. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such teacher shall be placed at the same place of the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.
- C. Public Office Leave. A leave of absence shall be granted for a period of up to two (2) years to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the return from such leave, a teacher shall be placed at the same place on the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.
- D. Child Care Leave.

1. The Board shall grant child care leave under the following conditions:
 - a. For teachers requesting leave any time within a given school year:
 - (1) The length of the leave shall be for at least the remainder of the marking period. Requests for leave must be submitted at least thirty (30) days prior to the commencement of the leave.
 - (2) One renewal may be granted, upon request, for any consecutive marking period(s). The request(s) must be made within three (3) weeks of the teacher's established return date. The request must be made in writing to the Superintendent of Schools.
 - b. For teachers requesting leave any time after the existing school year:
 - (1) The length of the leave shall be for the next marking period or longer, providing said leave is requested prior to July 1.
 - (2) One renewal may be granted, upon request, for a maximum of one (1) additional school year. The request must be made in writing to the Superintendent of Schools.
 - c. All leaves granted under this section shall expire at the end of a marking period with the total leave not to exceed eight (8) marking periods.
2. The Board shall re-employ a teacher returning from child care leave according to provisions of Section H of this Article.
3. A written clearance by the teacher's physician stating that said teacher is physically able to resume classroom duties may be required prior to the teacher resuming a position. The Board reserves the right for a teacher to be examined by a second physician of competence in the required area(s). Should the board's choice be objectionable for valid reasons, the Board will consider the selection of another physician.

4. It is understood that any teacher on such leave shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore cancelled.
- E. Health Leave. If a teacher is in need of a short leave of absence (one (1) to twelve (12) weeks) due to circumstances of health within his immediate family and/or personal health and/or disability, including maternity, the Superintendent may grant the unpaid leave.
- F. Personal Leave. If a teacher is in need of a short leave of absence (one (1) to five (5) days) due to personal reasons, the Superintendent may grant the unpaid leave.
- G. Additional Leaves. The Board may grant unpaid leaves for reasons other than those above. The advantage to the School District will be a prime consideration. Renewal shall be at the discretion of the Board.
- H. Return From Leave.
1. Any teacher returning from health or personal leave shall return to his/her original position.
 2. The Board agrees that a teacher returning from an unpaid leave, other than a health leave or personal leave, granted under this Article, shall be entitled to reinstatement according to the following:
 - a. Full Time
 - (1) The returning teacher will return to his/her original position if it has not been filled with a permanent employee.
 - (2) The returning teacher will be entitled to replace the least-senior probationary teacher occupying a like or equal position for which the returning teacher possesses certification, qualification and has greater seniority.
 - (3) If no probationary teacher occupies a like or equal position for which the returning teacher is certified and qualified, the returning teacher will be entitled to replace the least-senior tenured teacher occupying a like or equal position for which the returning teacher possesses certification, qualification and has greater seniority.
 - (4) A teacher completing at least one-half (1/2) of the scheduled work days his/her last year shall be granted one (1) step increment upon his/her return.
 - b. Part Time
 - (1) A part time teacher shall return to a like or equal part time position for which the returning teacher possesses certification, qualification and has greater seniority.
 - (2) A part time teacher that does not have a like or equal part time position available will be entitled to the next available vacancy for which the teacher possesses certification, qualification and has greater seniority.
- I. Notification. The Association shall be notified in writing of all leaves granted to unit members.
- J. Family Medical Leave Act (FMLA). The Association and Administration will follow as per the federal guidelines.

Article 14 Teacher Evaluation

A. Probationary Teachers.

1. Responsibility. The work performance of all teachers is the responsibility of the Administration with such performance to be in the form of a written evaluation. Probationary teachers shall be observed at least three (3) times during the school year with the following understandings:
 - a. Observations will be completed prior to March 1st.
 - b. At least twenty (20) school days between observations.
 - c. Allowances will be made for extenuating circumstances or recent hardships on teachers.
 - d. When necessary, an administrator has the right to request that another administrator conduct an observation(s) and write an evaluation of the teacher whose performance is in question. Said teacher shall have the right to select the administrator within the following ranges:
 - Elementary - A Preschool - 6 Building Administrator
 - Secondary - A Middle School or High School Building Administrator.
 - e. Teacher Mentors will be made available to assist and/or advise probationary people but not to evaluate.
 - f. The final evaluation report will be a summary of all observations from the observation period and should reflect the total efforts of the teacher. This report will be completed by March 15th.

2. Conditions. Observations shall be conducted by the teacher's administrator and/or in accordance with (d) above. Each observation shall be made in person for as near thirty (30) minutes as may be practical. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, audio systems, or similar surveillance devices shall be strictly prohibited.

3. Reports. Two (2) copies of each written observation/evaluation shall be submitted to the teacher within five days of the observation, one (1) to be signed within five (5) days and to be returned to the Administration, the other to be retained by the teacher. In the event the teacher feels the observation/evaluation was incomplete or unjust, he/she may put any objections in writing and have them attached to the report which will be placed in the personnel file. All observations/evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association. Such criteria shall be contained on the observation/evaluation instrument approved by the Board and Association.

4. Follow-Up Reports. Any observation/evaluation report which notes an area in need of correction shall be handled in the following manner: within five (5) days of the signing of the observation report, the Administration shall identify specific ways/means/steps that the teacher may use to correct the noted problem. The method by which the correction process will be monitored and a realistic time frame for doing so will also be noted. Two (2) copies of the above will be given to the teacher with one (1) to be signed by the teacher within five (5) days and returned to the Administration, the other to be retained by the teacher. The teacher's signature does not necessarily indicate agreement with the report but only acknowledges receipt of the report.

- B. Tenure Teachers. Tenure teachers will be formally evaluated at least once in each two (2) year period. The final evaluation shall be completed by May 15th and shall be preceded by at least one (1) classroom observation. The evaluation of tenure teachers shall be subject to Sections;1-b, c, d, e,2,3,4 of Part A of this Article.
- C. Teacher Evaluation. Any proposed evaluation instrument may be reviewed by a committee of staff for a period not to exceed sixty (60) days. Failure to recommend modification within this sixty (60) day period shall constitute acceptance.
- D. Personnel File Content. No defamatory material, originating with the Jefferson Schools, may be placed in a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.
1. Any communication between the Administration and a teacher, if it is to be placed in the teacher's personnel file, will bear a notice of such intent.
 2. All communications to a teacher will be dated and addressed to the individual to whom it is directed.
 3. The subject matter of communications will be listed on the memoranda.
 4. The distribution of all copies of communications will be listed at the bottom of such communications.
 5. A teacher will be given the opportunity to file a response to all communications. Such responses will become part of the personnel file.
- E. Infraction Representation. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. A teacher shall be notified by an administrator of the desire for a conference and the topic of conversation. If the teacher desires an Association Representative to be present, the time of the conference will allow his/her presence.

Article 15

Professional Conduct

- A. Compliance. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. Breaching of Professional Behavior. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance or other violations of professional behavior reflect adversely upon the teaching profession. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
- C. Responsibility. A teacher's primary responsibilities are in his classroom or regular facility in which his basic assignment occurs. However, as an employee of the Board, he/she also has student responsibilities throughout the building and grounds during regular school hours at the place of his employment.

- D. Discipline - Representation. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. Reprimands or disciplinary action against a teacher can only be implemented by an administrator. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association shall provide representation in a timely manner.
- E. Due Process. No teacher, tenure or probationary, shall be reprimanded, warned, disciplined, or deprived of any position, reduced in rank or compensation, or dismissed from employment without due process. The Board endorses the general concept of progressive discipline, but reserves the right to impose a more immediate and severe penalty if the situation warrants. In addition just cause shall be accorded to all tenure teachers.
- F. Tardiness. If a staff member is frequently tardy reporting to his assignment, or leaving early, a written warning will be given to the teacher. Should further offenses occur, the Board reserves the right to take disciplinary action.
- G. Consequences. It is further recognized by the teacher that if, after warnings in writing by the Administrator, (copies to be provided to the teacher and copies to be retained by the Administrator), such practices continue, the Board may institute proceedings against said teacher, which may result in further discipline up to and including discharge.

In cases of serious misconduct, such as, (but not limited to) sexual/physical misconduct, illegal activities, insubordination, deliberate misrepresentation or falsification of records, or endangerment of life or property, the administration shall not be required to give "prior warning" (either oral or written) as a prerequisite to imposition of disciplinary sanctions for such misconduct.

Article 16

Reductions in Personnel and Annexation and Consolidations of District

- A. Obligation. To the fullest extent permitted by law, this Agreement shall be binding upon any school district into which or with which this district shall be merged or combined.
- B. Consolidation. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of Association members in such consolidated district.
- C. Reduction of Personnel.
1. Before the Board acts to reduce the teaching staff for any reason, the Administration shall notify the Association of the necessity, and shall furnish a list of the staff positions needed to implement the proposed educational program for the forthcoming year and in addition, shall meet with the Association during the decision making process to discuss the best manner of staffing. Teachers shall be given notice of layoff at least sixty (60) days prior to the effective date of the layoff.
 2. Reduction of certified staff positions of bargaining unit members shall be made in inverse order of seniority, and according to certification and qualifications.

3. Probationary employees will be laid off first and shall not be retained over tenured teachers except where no tenured teacher is certified or qualified to fill a position remaining.
4. Tenured teachers will be laid off in inverse order of seniority, and according to certifications and qualifications as herein defined.
5. "Certified" shall be defined as a state-recognized valid teaching certificate. A teacher will be considered certified for only those areas listed and university-verified as of the effective date of the layoff.
6. Bumping shall be allowed only in cases where positions have been eliminated through a reduction in staff in a building or department. The teacher bumped must be the one with the least district seniority in the area, department, or building. Those affected by the original bump may follow the same procedure to secure a new position.

Elementary teaching areas, such as Art, Music, Physical Education, etc., will be subject to district seniority in their respective teaching areas of specialization. If no such position is available, then the teacher will follow the Elementary Bumping Procedure in step b (below).

a. Secondary Bumping Procedure Grades 7-12. When it becomes necessary to reduce a 7-12 position, the teacher with the lowest district seniority in the area or department will be considered displaced. That teacher must first bump in his/her major; if there is no position available in his/her major, he/she must bump in his/her minor. If there is no position available in his/her minor, he/she may then bump in other areas covered by his/her certificate, the teacher with the least seniority in his/her area, unless this would cause a more senior teacher to be laid off. If there is still no position available, and the teacher from a 7-12 position has an elementary certificate, that teacher will follow step b (below). If the teacher does not have an elementary certificate, he/she shall be laid off.

b. Elementary Bumping Procedure Preschool - 6. When it becomes necessary to decrease a position(s) in an elementary building(s), the teacher with the lowest seniority in his/her current grade level where the reduction is occurring has the following options:

- (1) Bump the lowest seniority teacher in the building, or bump the lowest seniority elementary teacher in the district.
- (2) If option 1 is not available, the teacher must bump the lowest seniority teacher in the district covered by his/her certificate.
- (3) If options 1 and 2 are not available, the teacher shall be laid off.

c. Overall Bump Bid Procedure. The Association and Administration will collaborate on the dates and documents to communicate to all teachers that may directly or indirectly be affected by the process.

(1) Letters to all establishing the date of the Bump Bid meeting.

(2) Beginning with the most senior teacher affected, he/she will be asked to declare the following:

*Major - at which time if his/her major would permit the teacher to bid on a job held by the least senior teacher then that job will be taken by said teacher. If no job is available then the teacher will be asked,

*Minor - at which time if his/her minor would permit the teacher to bid on a job held by the least senior teacher then that job will be taken by said teacher. If no job is available then the teacher will be asked,

*Other Certifications - at which time if his/her certifications would permit the teacher to bid on a job held by the least senior teacher then that job will be taken by said teacher. If no job is available then the teacher will be,

(3) Laid Off

(4) In the event a displaced teacher has sufficient seniority the following process will be followed: options as follows:

- 1) assume any "open" position for which they are certified and qualified or
- 2) bump the least senior teacher assigned to a position for which the more senior teacher is certified and qualified, as long as the least senior teacher is certified and qualified for one of the open (zero seniority) positions.

(5) Throughout the process if the affected teacher needs to caucus to further discuss his/her options then the teacher will be permitted an opportunity, with representation, to pursue and insure his/her options.

(6) If rules related to qualifications and certifications (NCLB, State and/or Federal Law) should be changed or adjusted then the parties agree to revisit this section.

7. If teachers are to be reassigned to areas in the Middle School as permitted by their state certification, but do not meet the additional requirements listed in subsection 6, they shall be exempt from such additional credit requirements if he/she has had one (1) year of successful Jefferson teaching experiences in the area to which he/she is to be reassigned. The parties agree to follow state and federal law as required.
8. Teachers on leaves of absence will be given notice of layoff if such teachers were scheduled to return to work but no position exists for which they have seniority, certification, and qualifications to claim. Such teachers shall be placed on the layoff list and will be recalled pursuant to the provisions of this Article.
9. Laid off teachers shall be recalled to the first position for which they are certified and qualified in order of seniority.
10. A laid off teacher who has seniority shall be considered laid off until he/she is reinstated in the school district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within fifteen (15) days of the receipt of a written offer, shall constitute a forfeiture of all seniority and rights of recall.

11. Notification of recall shall be in writing, with a copy sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.
12. A laid off teacher shall continue to receive his/her full insurance benefits (Life, Dental, Health) through the remainder of the school year in which he/she is laid off, and through the summer months of June, July and August. Such a laid off teacher may continue his/her health, dental, and life insurance benefits beyond this cutoff date by paying monthly the normal, per-subscriber group rate premium for such benefits to the Board, and under provisions established by the insurance carrier.
13. A laid off teacher shall, upon application, be granted priority status on the substitute teacher list.
14. During a period of impending layoffs, all requests by teachers for leaves of absence shall be granted by the Board.

Article 17

Continuity of Operations

- A. Resolution Dispute. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. Board Agreement. The Board agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Acts of God. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise presented by the Act of God. The school year may be extended as outlined by state law and regulations, and if extended shall be done so in accordance with the negotiated calendar. Such extension, if required, shall not entitle teachers to additional compensation.

Article 18

School Calendar

- A. Compliance. The school calendar shall be followed as presented in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association, with the exception of the end dates of marking periods and first and second semesters.
- B. Record Days. Record days shall be provided as shown in Schedule A, Calendars. Any days provided shall be used for the completion of teacher records. Students shall be excused from attendance on these days.
- C. Contract Days. The calendar will show one hundred seventy-five (175) student days or portions thereof. The teachers' work year shall be one hundred seventy-eight days scheduled to meet 1098 hours and required days,

less any authorized “forgiven” instructional time. Beginning with the 2014-2015 calendar, the student days will be 175 and teachers’ work year shall be 178 days scheduled to comply with state law, including 30 hours of professional development. Any such “forgiven” instructional time beyond the allowance set by Michigan Law and Department of Education regulations will be made up by students and teachers at the end of the school year or at other times as specified by the calendar. Teachers will not receive additional compensation for the makeup of such “forgiven” instructional time beyond the “forgiven” time provided for under Michigan Law and Department of Education regulations, but will receive their regular pay for any such days when such days are observed. New teachers shall be scheduled to work one (1) day more than returning teachers, as shown in the calendar.

By April 15th of each year, the hours needed to meet 1098 requirement will be evaluated to adjust our calendar. We will determine jointly how many extra hours have been accrued over the 1098 hours. Based on the number of hours needed to equal 1098, we may add/reduce days to the calendar to meet the 1098 hours, provided the minimum required days of instruction is fulfilled.

- D. State Requirements. All parties agree to meet the state requirements on teacher/student contact time concerning hours per year and days per year. If it becomes necessary to increase current teacher/student contact time to meet state requirements, the means for implementing said increase(s) shall be negotiated by the administration and the JEA.

Article 19

Professional Compensation

- A. Salary Schedule. The basic salary schedule is set forth in Schedule B. Such salary schedule shall remain in effect during the term of this Agreement.
- B. Experience Credit. The Superintendent and/or Board may grant experience credit to newly employed teachers with the maximum grant being limited to that experience previously earned or ten (10) years, whichever is less.
- C. Extra Duty. Extra duty assignments are set forth in Schedule C & C2. Such salary schedule shall remain in effect during the term of this Agreement.
- D. Mileage Reimbursement. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the IRS' established rate per mile. The same allowance shall be given for the use of personal cars for authorized field trips or other business of the District. It is expressly understood that this does not constitute the leasing of a teacher’s vehicle.
- E. Teaching Overload. If a teacher shall teach more than the normal teaching load as set forth in this article and is permanently assigned an additional class, he/she shall receive additional compensation at the rate of one twenty fourth (1/24) of the base contract salary for Middle and Elementary 5/6 schools per term/marketing period, and one eighteenth (1/18) of the base contract salary for High School per term/marketing period.
- F. Additional Work Rate. The agreed hourly rate for a teacher for additional hours beyond the normal school day and/or year shall be per teaching hour as follows:

	<u>2014-2016</u>
<u>Assignment</u>	
Curriculum Meeting(s)	\$22.00
Teaching	\$24.00

All hourly assignments must be made and approved by the Administration. All teachers in the school system will be eligible for this pay rate. Where applicable, teachers that are needed for less than one (1) hour of employment will receive a pro-rated compensation. No additional compensation will be paid for classes that need to be split on an emergency and temporary basis (temporary meaning for up to half (1/2) day).

G. Hourly Substitutes. Hourly substitutes for secondary assignments will be assigned by the Administrator. Hourly substitutes will be assigned to an opening if the teacher has an open period and is willing to assume the extra load. If more than one teacher is available for duty during the period in question, the willingness and equitable distribution of the load will be considered. The rate per hour shall be the amount stated in item G above.

H. Pay Rate. The elementary teacher will be paid according to the following teaching schedule:

	<u>2014-2016</u>
<u>Teaching Time</u>	
One-half (1/2) hour or less	\$18.00
Over one-half (1/2) hour	\$24.00

No additional compensation will be paid for classes that need to be split on an emergency basis and temporary basis (temporary meaning for up to one-half (1/2) day).

I. Salary Lane Change Credit. As a teacher moves from Lane 1 (BA) to Lane 2 (MA), he/she must have a Master's Degree from an accredited college or university. In order for a teacher to move from Lane 2 to Lane 3, he/she must complete post-graduate hours from an accredited college or university. No hours will count towards a move into Lane 3 or Lane 4 unless the courses were taken after the completion of the Master's Degree.

All graduate programs or courses anticipated being taken for credit toward a salary schedule change shall be reviewed previously by the Superintendent.

In addition to the listed salary in Lane 4, teachers meeting one of the following conditions shall receive a maximum annual salary addition as follows:

1. Hold two (2) Masters Degrees (minimum of sixty (60) graduate hours)
2. Hold a Specialist Degree
3. Hold an earned Doctorate Degree

	<u>2014-2015</u>	<u>2015-2016</u>
<u>Additional Salary</u>		
Meeting the Conditions	\$1,760	1,760

For a lane change effective first semester, requests must be received by October 1st. For a lane change effective second semester, requests must be received by February 1st. Forms for requesting lane changes or additional compensation are available at the Superintendent's Office. Teachers applying for Salary Lane Change Credit should use the Schedule I form.

- J. The components of a High School, Middle School and Elementary 5/6 School, full-time teacher's work day are:
1. Actual pupil contact time as defined in Article 5;
 2. Preparation time of one class period per day (Article 5);
 3. On-duty, non-contact time of one (1) hour per day.

The total on-duty time for a full-time teacher is seven (7) hours and twenty-five (25) minutes per day, as provided in Article 5.

The parties hereby agree that High School, Middle School and Elementary 5/6 School teachers who share a full-time position, or who hold a part-time position, shall be required to be present and on duty according to the following formula:

1. The actual time required for his/her assigned pupil contact (hours);
2. Fifteen (15) minutes of preparation time for each pupil contact hour;
3. Non-contact time directly proportionate to his/her pupil contact time.

Example for High School, Middle School and Elementary 5/6:

Example: 6 hour day - Teacher load is 5 classes taught in a 6 period day

<u>Pay Scale</u>	<u>On-Duty Time Plus Prep of</u>
1 classes 20%	+15 minutes
2 classes 40%	+30 minutes
3 classes 60%	+45 minutes
4 classes 80%	+60 minutes

Example #1: A teacher is assigned to teach two class periods.

1. 110 minutes (two class periods) contact time
2. Two class periods times 15 min. = 30 min. prep time
3. Two class periods worked = 110 min.
 $\frac{2}{3} \times 30 \text{ min. (non contact time)} = 20 \text{ min.}$
4. Next, add 1, 2, 3 above: $110 + 30 + 20 = 160 \text{ min. Total on duty time}$

Article 20
Special Teaching Assignments

- A. Summer School. Assignments for Summer School Programs will be posted and filled on an annual basis by the Board. Teachers represented in this Agreement will first be offered assignments on the basis of certification, qualifications, and seniority. The rate of pay will be per teaching hour as follows:

<u>Salary</u>	<u>2014-16</u>
Summer School per Hour	\$24.00

There will be no compensation for preparation time.

Article 21

Student Discipline and Teacher Protection

- A. Discipline Maintenance and Control. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students or to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize such professional personnel as are available.
- B. Student Misbehavior. Teachers shall first discuss daily problems with the child. If necessary, teachers shall have a conference with the parent(s) before referring the student to the Administration for further action in day to day mischievous student conduct. A teacher may send a pupil to the principal of the building when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. Any student sent to the office for serious or continuous misbehavior will be allowed back to class only after a conference with the teacher, the student, the student's counselor, and an Administrator; counselors are not included in the elementary student process. The student's parents will be notified of such meeting. Should such gross misbehavior persist, the student will be suspended from school until a parent meets with a Building Administrator.
- C. Temporary Suspension. Temporary suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will achieve correction of student behavior through counseling and interviews with the teacher, child, and parents. Permanent exclusion from the school remains the sole right of the Board of Education.
- D. Assault or Abuse. Any case of assault upon a teacher during the course of school business shall be promptly reported to the school's Principal, who will immediately report the incident to the Superintendent of Schools. The student will be suspended until such a time that arrangements have been made for a hearing on the suspension before the Board of Education. If the act of a non-student is of such a nature that it should be prosecuted in a court of law, the case will be referred to the Board Attorney and the County Prosecuting Attorney for action. In any case upon an assault of a teacher, the Board's legal counsel shall advise the teacher of his/her rights and obligations with respect to assault, and shall render assistance to the teacher in connection with handling the incident by law enforcement officers and judicial authorities.
- E. Time and Property Loss. Teacher property which is lost, damaged or vandalized while on school property shall be subject to reimbursement of actual value (up to a maximum of \$500) by the Board upon reasonable documentation of loss and value. PROVIDED, however, that this shall not apply to loss incurred in circumstances where teacher negligence is a primary causal factor (such as failure to take reasonable

precautions to place objects in a secure location or unnecessarily bringing valuable objects onto school premises).

F. The district will provide personal property coverage for catastrophic events or losses such as fire damage, flood damage, water damage, criminal damage and/or Act of God. The teachers will pay the insurance deductible.

Article 22
Group Insurance Protection

A. Protection.

1. Coverage. The Board shall provide insurance protection for full time employees as described below.

a. MESSA Choices II with a \$300.00/\$600.00 in-network deductible, \$10.00 office visit, and Saver Rx (PAK A) for the contractual period for the employee and his/her entire family and any other eligible dependents as defined by MESSA. Beginning with the 2011-2012 school year, if 20 or more JEA members elect not to take health care, they will be paid \$400 per month in lieu of coverage. If 25 or more JEA members elect not to take health care, they will be paid \$500 per month in lieu of coverage. *Cash in lieu participation is determined by the number of members enrolled by January 1 each year.*

b. MESSA's Pak A includes:

Choices II	Saver Prescription Card \$300.00/\$600.00 in-network deductible \$10.00 office visit
Long Term Disability	70% 90 Calendar Days Modified Fill Maternity Coverage Freeze on Offsets Pre-Existing Condition Waiver Alcoholism/Drug - 2 year limitation Mental/Nervous - same as any other illness
Negotiated Life	\$40,000 with AD&D
Vision	VSP 3
Dental	100:90/90/90: \$3000
Plan Month - July	(\$1000 Class I & II Maximum)

c. Effective January 1, 2013, the Board shall provide employees the option of insurance protection through MESSA PAK A or MESSA PAK C. PAK C shall include the following:

MESSA ABC Plan 1	\$1,250.00/\$2,500.00 deductible HSA Saver Prescription Card
Long Term Disability	70% 90 Calendar Days Modified Fill Maternity Coverage

Freeze on Offsets
 Pre-Existing Condition Waiver
 Alcoholism/Drug - 2 year limitation
 Mental/Nervous - same as any other illness

Negotiated Life	\$40,000 with AD&D
Vision	VSP 3
Dental	100:90/90/90: \$3000
Plan Month - July	(\$1000 Class I & II Maximum)

The parties understand that in the event the minimum deductible necessary for a medical plan to comply with HSA eligibility is increased beyond the current deductible level in MESSA ABC Plan 1, the deductible will automatically adjust to meet the federal minimum requirement.

d. Employees not electing MESSA Pak A or PAK C will select MESSA Pak B, which includes:

Long Term Disability	70% same as above
Negotiated Life	\$50,000 with AD&D
Vision	VSP 3
Dental	100:90/90/90: \$3000
Plan Month - July	(\$1000 Class I & II Maximum)

B. Premium Payments. The Board shall make payment of insurance premiums for each full time teacher to assure insurance coverage for the full twelve month period commencing September 1st, and ending August 31st. When necessary, premiums on behalf of the teacher shall be made retroactively to assure uninterrupted participation and coverage.

The monthly amount paid by the Board for medical plan premiums and deductibles shall adjust annually on July 1 to the maximum amount permitted by Section 3 of the Publicly Funded Health Insurance Contribution Act. For the plan year July 1, 2014 through June 30, 2015, the Board will pay a maximum of \$488.13 per month for single subscribers, \$1,020.83 per month for two person subscribers and \$1,331.27 per month for full family subscribers. The remaining monthly cost for the employee's elected medical plan premiums and deductibles shall be paid by the employee. The Board will make contributions to the employee's health savings account on a quarterly basis (January, April, July, October.) The quarterly amount for an employee with a \$1,250.00 deductible is \$312.50 and the quarterly amount for an employee with a \$2,500.00 deductible is \$625.00.

The employee's premium contribution will be payroll deducted, in equal bi-weekly amounts from each paycheck through a qualified Section 125 Plan, and as such, will not be subject to withholding. The Board's qualified Section 125 Plan shall include any and all provisions necessary for pre-tax contributions to employee's Health Savings Accounts if applicable.

Employees electing the MESSA ABC Plan 1 may contribute, through payroll deduction and electronic transfer, additional money towards their HSA up to the maximum amounts allowed by Federal law.

1. Unpaid Leave. If a teacher is on an unpaid leave any part of the school year, the school will carry the insurance for the remainder of the month for which the leave began and the month following and the teacher shall then assume the responsibility from that day through the month in which the teacher returns to work. If the month following is June, then the Board will assume responsibility for July and August unless the teacher resigns. Teachers leaving the system shall have their premium paid through the end of the month in which they leave.
 2. Full Time Employee Contributions. Each employee who selects PAK A shall contribute a minimum of seventy-five (\$75.00) dollars per month in pre-tax deduction toward the costs of his/her health insurance premium.
- C. Part-Time Teacher Benefits and Contributions. Part-time teachers shall be entitled to participate in the Group Insurance Program. For those teachers selecting PAK A or PAK C the Board shall make premium payment on a prorated basis equal to the staff member's salary proration. Staff members not selecting PAK A or PAK C shall receive PAK B with no proration.

Article 23

Professional Grievance Procedure

- A. Personal Complaint. If an individual teacher has a personal complaint which he desires to discuss with his principal, he is free to do so without recourse to the grievance procedure.
- B. Definition. A grievance is a claim by a teacher or the Association as represented by the President or the President's designee of improper application or interpretation of this Agreement.
- C. Level 1. If the Association or an individual teacher has a complaint which may be grievable, it shall be discussed first with the proper administrator. An individual teacher may be accompanied by a representative of the association. (This step may be the same as "A" above.)
- D. Level 2. The grievant may invoke the formal grievance procedure within ten (10) school days of the alleged infraction on the form set forth in annexed Schedule D, signed by the grievant and a Representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor, who shall sign a receipt for said grievance. If the grievance involves policy, the Association may file with the Superintendent of Schools.
- E. Level 3, Grievance Presentation. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with an Association representative, with or without the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the grievant and the Association.
- F. Settlement and/or Dropping of Grievance. Any grievance that either (1) is not processed further or (2) is disposed of in accordance with this Grievance Procedure shall be considered settled and such settlement shall be final and binding upon the Board, the employee or employees involved, and the Association and its members.
- G. Unsatisfactory Resolution (Level 3). If the grievance is not satisfactorily resolved by the preceding disposition, or if no disposition has been made within five (5) school days of such meeting, the grievance shall

be transmitted to the Superintendent by the Association. Said transmission to the Superintendent must be within fifteen (15) school days. Within five (5) school days, the Superintendent or his designee shall meet with an Association representative on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.

H. Level 4. If the grievance is not satisfactorily resolved by the Superintendent or his designee, or if no disposition has been made within five (5) school days of such meeting, the Grievant has the option of 1 or 2. The grievant has five (5) school days to notify the Superintendent of said options.

1. Mediation: The parties will utilize non-binding grievance mediation. This will be facilitated by a mediator from the Michigan Department of Labor or the Federal Mediation and Conciliation Service. The Uniserv Director will contact the mediator within ten (10) school days of notification from the grievant. If the Association and the Board do not reach a voluntary settlement the Association may appeal the grievance to arbitration within ten (10) working days after the completion of the mediation. A full report will include the mediator's findings, and statements from the Superintendent and the Association. Said report shall be issued to each board member in the following month's board packet and will be made available to JEA members.

2. Board Hearing: the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. Said filing with the Board must be within fifteen (15) school days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate.

I. Level 5, Arbitrator . If the Association is not satisfied with the disposition of the grievance by the Board, only the Association and not the individual teacher may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within twenty (20) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

J. Arbitrator Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties.

K. Not Arbitrable. It is expressly understood that the arbitrator shall have no jurisdiction to rule upon the non-renewal of a probationary teacher by the Board of Education.

L. Reinstatement Provision. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.

M. Time Limitations. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- N. Violation of Time Any grievance which is not timely filed and/or appealed within the specific time limits set forth in that step level shall be considered to be settled on the basis of the decision rendered at the previous level. The failure of the Board, at any step level on the grievance procedure, to communicate the decision on grievance in writing to the Union, within the prescribed time limits set forth in that step level of the grievance procedure shall permit the Union to file an appeal of the grievance at the next higher step of the grievance procedure, but shall not be deemed to be an admission as to the substantive merit of said grievance. The time for filing such an appeal shall be measured from the date on which the response to the grievance was due.
- O. Building Representation. There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association. The Association shall inform the Principals of each school building and the Superintendent not later than the second week of school of the name or names of the designated Association representatives of each school building and their designated alternates in case of absence.
- P. Work days are defined as school days during the school year, and days when the administrative offices are open during the summer.

Article 24 Negotiation Procedures

- A. Commitment. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.
- B. Negotiations Initiation. Prior to April 1st, 2016, upon request of either party, negotiations shall be undertaken for an agreement covering the ensuing school year(s). All efforts shall be made to end negotiations by July 1st.
- C. Selecting Representatives. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and approval by the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

Article 25 Health

- A. Medical Exams.
1. Teacher Physical. For the protection of children, the Board of Education may require of each teacher a yearly health statement from a licensed physician. A school physician shall be designated by the Board and his services may be used without cost to the teacher. Required health statements must be filed in the office of the Superintendent not later than September 1 for newly employed personnel, and October 1st for returning personnel. Teachers will meet the requirements of the state guidelines at no expense to the teacher.

2. Dissatisfaction. In the event either party is dissatisfied with the results of the examination, the results of a clinical service of a recognized hospital shall supersede those of the original physician, the protesting party bearing the expense of the examination.

B. Illness and Injury.

1. Physicians Certificate. A teacher who is not able to return to duty after five (5) consecutive work days of illness or injury shall present a licensed physician's certificate of ability to return to work to the principal upon his/her return, if so required by an administrator.

2. Nervous Disorders. A teacher who has been absent because of a nervous disorder must present a satisfactory report from a practicing, licensed physician or psychologist. In addition, a medical or psychological report from the school district's designated physician or psychologist may be required.

3. Board Examination Request. The Board of Education shall have the right to demand a clinical examination, either physical, mental or both, at its expense, when in its estimation the health of a teacher makes him unable to perform satisfactorily his assignment in the school system.

Article 26

Orientation of New Teachers

A. Provisions For. The Board and the Association will provide at least a one (1) day orientation program for all new teachers and the previous year's second semester probationary teachers employed in the school system.

1. Composition. Three (3) representatives from the Board and two (2) representatives from the Association will make up the committee, to be appointed by the Board and the Association respectively. The program must be approved by the Superintendent of Schools.

B. Planning. The committee, at the request of either party, will meet the second week in August to plan the orientation program.

C. New Teacher Assistance Program. Each new teacher shall be assigned to a Teacher Mentor for the purpose of aiding the incoming teacher with lesson planning, instructional techniques, classroom management, scope and sequence of learning skills as they relate to course objectives, and development of intra/interpersonal relationships. Teacher Mentors will be selected by the administration from those interested parties and may serve once every three years. This assignment does not necessarily have to be made in the same grade level or given to the Department Head. Teacher Mentors will be tenure teachers and not responsible for evaluations. Teacher Mentors will be provided with a guide for implementing the program to be developed. Compensation for such activity will be as provided in Schedule C2.

Article 27

In-Service Training

A. Provisions. In view of the changing nature of education, the school calendar will provide for in-service/staff development training. The purpose of this training shall be to keep Jefferson teachers abreast of current innovations in curriculum and methods of presentation. Topics relevant to education and of interest to staff will also be considered as items for in-service.

- B. Representation. Five (5) representatives from the Association along with representatives from the administration shall participate in the planning of in-service/staff development training. Said Association representatives will be members of the District School Improvement Team. All programs must be approved by the Board and/or the Superintendent and implemented by the administration.
- C. Planning. In compliance with Michigan Law, the District School Improvement Team shall be responsible for planning and coordinating staff development programs, selected in-service topics, and other staff related programs such as awards, recognition, etc. Suggestions are encouraged from the various departments, grade levels, and individuals.

Article 28

Miscellaneous Provisions

- A. Agreement Protection. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.
- B. No Return Notices. Prior to March 1st of the school year, staff members not intending to return should give notice to the Superintendent. This in no way will waive the right and privileges that a teacher has under the State Tenure Act.
- C. Policy Incorporation. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. Invalid Provisions. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.
- E. Agreement Distribution. Copies of this Agreement shall be made available by the Board. Copies shall be presented to all teachers now employed, and hereafter employed by the Board.
- F. Change in Resources.
It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. If there is a dramatic drop in district resources then the parties will agree to discuss the issues that surround the drop in resources. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

Article 29

Educational Improvements

- A. Conference Attendance. The Board shall pay, within the framework established by the Board, expenses as detailed on Conference Expense Report (fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the

request and/or with the advance approval of the Superintendent or his designee. Teachers applying for a Conference or Conference Expenses should use Schedule L and/or M.

- B. Credits Earned. Any credits earned shall not be applied towards lane changes.
- C. Frequency of Conference Attendance. A requirement to attend any one of the above shall be mandatory once in every five (5) year period. The administration will notify the JEA President as well as the individual teacher when a teacher is not in compliance with this article. Notice of noncompliance shall be given prior to October of the fifth year.

Article 30 **Seniority**

- A. Seniority Defined. Seniority shall be defined as the total service in the bargaining unit, computed from the first day the teacher reported for work. All full-time teachers henceforth hired to begin work on the same day shall participate in a drawing to determine their placement on the seniority list. All part-time teachers hired to begin work on the same day shall be placed on the seniority list by their employment percentage (i.e. the greatest percentage receiving the highest seniority). In the event that part-time teachers are at equal percentages, they will participate in a drawing with those with equal employment. Seniority is continuous, uninterrupted service in the bargaining unit, as described below.
- B. Acquiring Seniority. Seniority is acquired by an employee from the first day of work in a bargaining unit position. An employee's seniority date will be adjusted periodically as required to account for periods of time when the employee has not earned seniority.
- C. Seniority Lists. Two seniority lists shall be maintained by the District. One for certified teaching bargaining unit members and another for non-teaching certified bargaining unit members. The Superintendent shall publish and post updated seniority lists no later than October 1 of each year. The initial seniority list shall be posted within thirty (30) days of the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee objecting to the seniority list shall do so by November 1st of each year or within thirty (30) days of the posting of the initial seniority list, otherwise any claims of adjustments to seniority are permanently waived.
- D. Loss of Seniority. All seniority is lost when the employee:
1. Resigns or retires;
 2. Is discharged for cause and not reinstated;
 3. Fails to report for work at the termination of a leave of absence;
 4. Fails to report for work upon recall from layoff.

Neither layoff nor the taking of approved leave of absence as provided in this Agreement shall cause the loss of seniority.

- E. Seniority. An employee will earn and accrue seniority as follows:
1. Full Seniority - over 75% of a full assignment.
 2. Three Fourths Seniority - over 50% up to and including 75% of a full assignment.
 3. One Half Seniority - over 25% up to and including 50% of a full assignment.
 4. One Fourth Seniority - up to and including 25% of a full assignment.

F. Interrupted Seniority. Seniority is interrupted and no longer accrues during any period when an employee is:

1. Employed in a supervisory/administrative position at Jefferson Schools.
2. On an unpaid leave of absence except as provided elsewhere in this Agreement.
3. Laid off.

G. Seniority During Leaves of Absence. Seniority will continue to accrue while an employee is on an approved leave of absence as defined herein. Seniority will not accrue while an employee is on unpaid leave of absence except as follows:

1. The employee is on an approved Sabbatical Leave or Educational Leave, or;
2. The employee is on Military Leave, or;
3. The employee is on Association Leave as herein provided, or;
4. The employee on Maternity/Child Care Leave will continue to accrue seniority for the remainder of the semester in which the leave begins, and for one full semester thereafter.

Article 31 Nurses Benefits

A. Agreement. It is hereby agreed by and between the parties to this Agreement that the position of School Nurse shall be made part of this Agreement subject to the following restrictions, agreements, and understandings:

1. The position shall be non-tenured with non-tenure contracts being issued each year.
2. The position shall require certification as issued by the State Department of Education.
3. The position shall require the same calendar and on-duty hours as a certified staff member. Less than full-time employees shall work on a pro-rated basis.
4. Position schedules shall be made available prior to the opening of school with input from those in the position.
5. Shared-time assignments shall be made in accordance with the terms of the Master Agreement.
6. The position shall not gain seniority with the certified staff but rather on a separate seniority list restricted to position holders only. Seniority credit shall be earned in the same manner as a teacher.
7. Position holders having, or gaining, teacher certification in addition to the required position certification shall not have any rights to bid on a teacher vacancy. Rather, they may apply and be considered with all other applicants.
8. The position holder shall be entitled to fifteen (15) days per year sick leave to a maximum of one hundred eighty (180) days accumulated. In addition he/she will receive two (2) personal days each year. Unused personal days are rolled into sick leave.

- A. The unused portion of such allowance shall accumulate to a maximum of one hundred-eighty (180) school days. After June 30th, any unused sick days in excess of 180 days, shall be paid at a rate of fifty dollars (\$50.00) per day.
- B. Upon retirement any accumulated sick days will be paid at the rate of fifty dollars (\$50.00) per day.

9. The position holder shall be evaluated, in writing, by a member of the administrative staff at least once every two (2) years.

10. Position reductions shall be made in reverse order of position seniority with a notice of sixty (60) calendar days prior to the effective date of the lay-off.

B. Additional Provisions in addition to the above, the following Articles and/or Sections of the Master Contract shall apply to position holders.

1. Article 12 - Paid Leave of Absence	Sections A, B, C, and D only
2. Article 13 - Unpaid Leave of Absence	Sections A, C, D, E, F, and G only
3. Article 15 - Professional Conduct	All Sections
4. Article 16 - Retirement Compensation	All Sections
5. Article 17 - Reductions in Personnel	Section C.12 only
6. Article 18 - Continuity of Operations	All Sections
7. Article 19 - School Calendar	All Sections
8. Article 20 - Professional Compensation	Section E and K only
9. Article 23 - Group Insurance Protection	All Sections
10. Article 24 - Professional Grievance Procedure	All Sections
11. Article 26 - Health	All Sections
12. Article 29 - Miscellaneous Provisions	All Sections

C. Compensation:

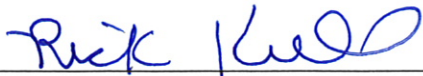
The position shall be compensated as per the following schedule:

<u>2014-2015</u>	<u>2015-2016</u>
\$36,993	\$37,204

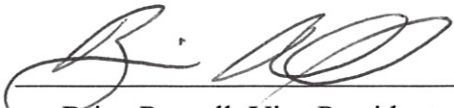
1
2
3 **Article 32**
4 **Duration of Agreement**
5

6 This Agreement shall be effective as of September 1, 2014, and shall continue in effect through August 31,
7 2016.
8
9

0 **Board of Education**

1
2
3 

4 Rick Kull, President

5
6 

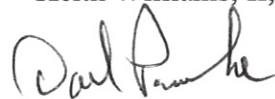
7 Brian Russell, Vice President

8
9 

0 Judy Campbell, Treasurer

1
2 

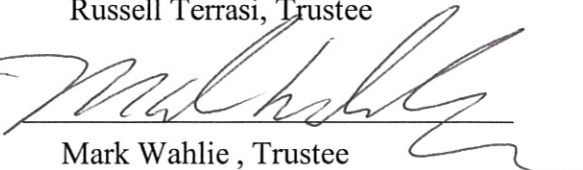
3 Keith Williams, II, Secretary

4
5 

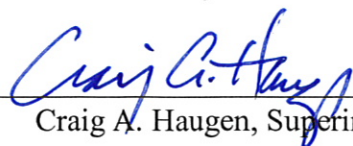
6
7 Dail Prucka, Parliamentarian

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9 

0
1 Russell Terrasi, Trustee

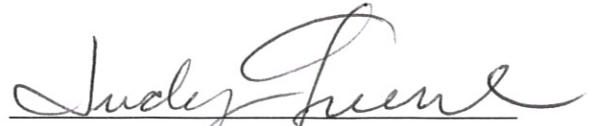
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4 Mark Wahlie, Trustee

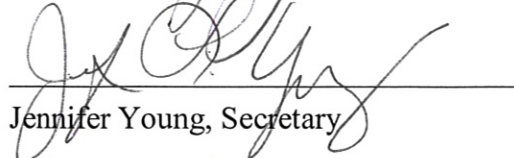
5
6
7 

8 Craig A. Haugen, Superintendent

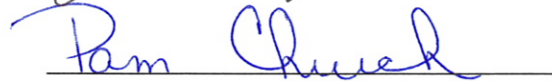
Education Association



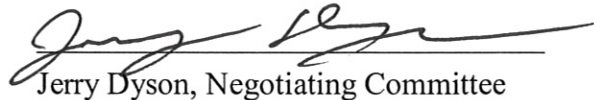
Judy Greene, President



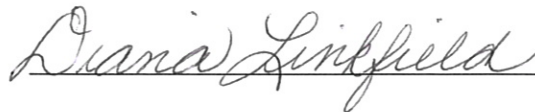
Jennifer Young, Secretary



Pam Church, Negotiating Committee



Jerry Dyson, Negotiating Committee



Diana Linkfield, Negotiating Committee



Brian Sexton, Negotiating Committee

Schedule

A

CALENDARS

Jefferson Schools 2014-2015 District Calendar

= Holidays / Vacations

= 1/2 day S/PD
 = 1/2 day S/S

INS = Inservice Day

Aug. 26 New Teacher Day
 Sept. 2 First Day of School (students)
 Nov. 26 1/2 Day Students & Staff
 Nov. 27-28 Thanksgiving Break
 Dec 22-Jan 2 Christmas Break

Jan 19 MLK Day
 Feb 16 – 20 Winter Break
 April 3 – 10 Spring Break
 May 25 Memorial Day
 June 10 Last Day = 1/2 Day Students & Staff

AUGUST				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	N-INS	INS	28	29

DECEMBER				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

APRIL				
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SEPTEMBER				
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22	23	24	25	26
29	30			

JANUARY				
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MAY				
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OCTOBER				
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	INS

FEBRUARY				
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23	24	25	26	27

JUNE				
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29	30			

NOVEMBER				
M	T	W	TH	F
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10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH				
M	T	W	TH	F
2	INS	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

9 Weeks Schedule
 Sept. 2 - Oct. 31
 Nov. 3 - Jan. 16
 Jan. 20 - March 27
 March 30 - June 10

Teacher Inservice Schedule
 Aug. 27 – Teacher First Day
 Sept. 26 - 1/2 Day S/PD
 Oct. 30 - 1/2 Day S/PD
 Oct. 31 or TBD
 Feb. 13 - 1/2 Day S/PD
 March 3 or MME
 May 8 - 1/2 Day S/PD

Total Days
 175 Student Days
 plus 30 hours professional development

1/2 day for students and staff = first 3.25 hours of the student day
 S/PD = 1/2 day for students (3.25 hours) and 1/2 day professional development (3 hours)
 S/S = 1/2 day for students and staff (3.25 hours)

Jefferson Schools 2015-2016 District Calendar

= Holidays / Vacations

= 1/2 day S/PD
 = 1/2 day S/S

= Inservice Day

Sept. 1 New Teacher Day; 1/2 Day PD All Teachers
 Sept. 8 First Day of School (students)
 Nov. 25 1/2 Day Students & Staff
 Nov. 26-27 Thanksgiving Break
 Dec 23-Jan 1 Christmas Break

Jan 18 MLK Day
 Feb 24 1/2 Day Students & Staff
 Feb 25 – 29 Winter Break
 Mar 25 – Apr 1 Spring Break
 May 30 Memorial Day
 June 9 Last Day = 1/2 Day Students & Staff

AUGUST				
M	T	W	TH	F
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10	11	13	14	15
17	18	20	21	22
24	25	26	27	28
31				

DECEMBER				
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21	22	23	24	25
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APRIL				
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25	26	27	28	29

SEPTEMBER				
M	T	W	TH	F
		N-INS	INS	3
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14	15	16	17	18
21	22	23	24	25
28	29	30		

JANUARY				
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MAY				
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23	24	25	26	27
30	31			

OCTOBER				
M	T	W	TH	F
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	INS

FEBRUARY				
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15	16	17	18	19
22	23	24	25	26
29				

JUNE				
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NOVEMBER				
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9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

MARCH				
M	T	W	TH	F
	1	2	3	4
7	INS	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

9 Weeks Schedule
 Sept. 8 - Nov. 6
 Nov. 9 - Jan. 22
 Jan. 25 - April 8
 April 11 - June 9

Teacher Inservice Schedule
 Sept. 1 – Teacher First Day & 1/2 Day All Teachers
 Sept. 2
 Sept. 25 - 1/2 Day S/PD
 Oct. 29 - 1/2 Day S/PD
 Oct. 30 – or TBD
 March 8 or MME
 May 6 - 1/2 Day S/PD

Total Days
 175 Student Days
 plus 30 hours professional development

1/2 day for students and staff = first 3.25 hours of the student day
 S/PD = 1/2 day for students (3.25 hours) and 1/2 day professional development (3 hours)
 S/S = 1/2 day for students and staff (3.25 hours)

Jefferson Schools 2016-2017 District Calendar

= Holidays / Vacations
 = 1/2 day S/PD
 = 1/2 day S/S
 INS = Inservice Day

Aug. 30 New Teacher Day; 1/2 Day PD All Teachers	Jan 16 MLK Day
Aug. 31 Teacher In-service	Feb 22 1/2 Day Students & Staff
Sept. 6 First Day of School (students)	Feb 23 – 27 Winter Break
Nov. 23 1/2 Day Students & Staff	April 14 – 21 Spring Break
Nov. 24-25 Thanksgiving Break	May 29 Memorial Day
Dec 22-Jan 2 Christmas Break	June 8 Last Day = 1/2 Day Students & Staff

AUGUST				
M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	N-INS	INS		

DECEMBER				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

APRIL				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

SEPTEMBER				
M	T	W	TH	F
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12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JANUARY				
M	T	W	TH	F
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16	17	18	19	20
23	24	25	26	27
30	31			

MAY				
M	T	W	TH	F
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8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

OCTOBER				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

FEBRUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28			

JUNE				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

NOVEMBER				
M	T	W	TH	F
	INS	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MARCH				
M	T	W	TH	F
		1	2	3
6	INS	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

9 Weeks Schedule
 Sept. 6 - Nov. 4
 Nov. 7 - Jan. 20
 Jan. 23 - March 31
 April 3 - June 8

Teacher Inservice Schedule
 Aug. 30 – Teacher First Day & 1/2 Day All Teachers
 Aug. 31
 Sept. 30 - 1/2 Day S/PD
 Oct. 31 - 1/2 Day S/PD
 Nov. 1 – or TBD
 March 7 or MME
 May 5 - 1/2 Day S/PD

Total Days
 175 Student Days
 plus 30 hours professional development

1/2 day for students and staff = first 3.25 hours of the student day
 S/PD = 1/2 day for students (3.25 hours) and 1/2 day professional development (3 hours)
 S/S = 1/2 day for students and staff (3.25 hours)

Schedule B

TEACHERS SALARY SCALE 2014-2015 School Years

Years of Service	<u>2014-15 Salaries</u>			
	BA	MA	MA+15	MA+30
1	\$37,864	\$38,905	\$0	\$0
2	\$39,347	\$40,378	\$0	\$0
3	\$42,220	\$43,547	\$0	\$0
4	\$43,847	\$45,475	\$0	\$0
5	\$45,859	\$47,789	\$0	\$0
6	\$48,560	\$50,486	\$53,181	\$55,874
7	\$51,256	\$53,184	\$58,576	\$62,630
8	\$54,338	\$56,651	\$62,046	\$66,100
9	\$57,428	\$60,120	\$65,518	\$69,566
10	\$60,954	\$64,362	\$68,985	\$73,032
11	\$65,448	\$69,301	\$73,140	\$77,225
12-14	\$66,049	\$69,902	\$73,741	\$77,826
15-17	\$66,652	\$70,505	\$74,343	\$78,429
18-20	\$67,253	\$71,106	\$74,945	\$79,030
21-23	\$67,856	\$71,708	\$75,547	\$79,632
24-26	\$68,458	\$72,311	\$76,150	\$80,235
27-29	\$69,059	\$72,912	\$76,751	\$80,836
30-up	\$69,661	\$73,514	\$77,353	\$81,438

Note: 0% increase to salary schedule. Association members' incremental steps and lane changes will be increased at the start of the second semester for the 2014-2015 and 2015-2016 school years. All association members will receive compensation on the salary schedule for one (1) additional day at the calculated per diem rate, which includes additional salary for double masters, specialist, and doctorate degrees.

Schedule B

TEACHERS SALARY SCALE 2015-2016 School Years

Years of Service	2015-16 Salaries			
	BA	MA	MA+15	MA+30
1	\$38,080	\$39,127	\$0	\$0
2	\$39,572	\$40,609	\$0	\$0
3	\$42,461	\$43,796	\$0	\$0
4	\$44,098	\$45,735	\$0	\$0
5	\$46,121	\$48,062	\$0	\$0
6	\$48,837	\$50,774	\$53,485	\$56,193
7	\$51,549	\$53,488	\$58,911	\$62,988
8	\$54,649	\$56,975	\$62,401	\$66,478
9	\$57,756	\$60,464	\$65,892	\$69,964
10	\$61,302	\$64,730	\$69,379	\$73,449
11	\$65,822	\$69,697	\$73,558	\$77,666
12-14	\$66,426	\$70,301	\$74,162	\$78,264
15-17	\$67,033	\$70,908	\$74,768	\$78,877
18-20	\$67,637	\$71,512	\$75,373	\$79,482
21-23	\$68,244	\$72,118	\$75,979	\$80,087
24-26	\$68,849	\$72,724	\$76,585	\$80,693
27-29	\$69,454	\$73,329	\$77,190	\$81,298
30-up	\$70,059	\$73,934	\$77,795	\$81,903

Note: 0% increase to salary schedule. Association members' incremental steps and lane changes will be increased at the start of the second semester frozen for the 2014-2015 and 2015-2016 school years. All association members will receive compensation on the salary schedule for one (1) additional day at the calculated per diem rate, which includes additional salary for double masters, specialist, and doctorate degrees.

Schedule

C & C2

EXTRA DUTY

**SCHEDULE C
ATHLETIC SCHEDULE**

I. Competitive Athletics		
A. Football		
1.	Varsity Head Coach	4750
	a. assistant	3000
	b. assistant	3000
	c. assistant	3000
2.	J.V. Head Coach	3000
	a. assistant	2750
3.	9 th Grade Head Coach	2750
	a. assistant	2600
4.	8 th Grade Head Coach	2000
	a. assistant	1850
5.	7 th Grade Head Coach	2000
	a. assistant	1850
B. Cross Country (combined Boys/Girls Teams)		
1.	Varsity Head Coach	4000
	a. assistant	2250
2.	Middle School Head Coach	1850
C. Golf (Boys/Girls)		
1.	Varsity Head Coach	3200
	a. assistant	2250
2.	Middle School Head Coach	1850
D. Basketball (Boys/Girls)		
1.	Varsity Head Coach	4500
	a. assistant	3000
2.	J.V. Head Coach	3000
3.	9 th Grade Head Coach	2750
4.	8 th Grade Head Coach	2000
5.	7 th Grade Head Coach	2000
E. Volleyball		
1.	Varsity Head Coach	4500
	a. assistant	3000
2.	J.V. Head Coach	3000
3.	9 th Grade Head Coach	2750
4.	8 th Grade Head Coach	2000
5.	7 th Grade Head Coach	2000
F. Wrestling		
1.	Varsity Head Coach	4500
	a. assistant	3000
2.	JV Head Coach	3000
3.	9 th Grade Head Coach	2750
4.	7 th & 8 th Grade Head Coach	2000
	a. assistant	1850
G. Track (Boys/ Girls)		
1.	Varsity Head Coach	4000
	a. assistant	2750
	b. throws coach	2250
2.	7 th & 8 th Grade Coach	1850
	a. assistant	1800

H. Baseball		
	1. Varsity Head Coach	4000
	a. assistant	2750
	2. JV Head Coach	2750
	3. 9 th Grade Head Coach	2500
	4. 8 th Grade Head Coach	1850
	5. 7 th Grade Head Coach	1850
I. Softball		
	1. Varsity Head Coach	4000
	a. assistant	2750
	2. JV Head Coach	2750
	3. 9 th Grade Head Coach	2500
	4. 8 th Grade Head Coach	1850
	5. 7 th Grade Head Coach	1850
J. Soccer (Boys/ Girls)		
	1. Varsity Head Coach	4000
	2. JV Head Coach	2750
	3. 9 th Grade Head Coach	2500
	4. 7 th & 8 th Grade Head Coach	1850
K. Tennis (Boys/ Girls)		
	1. Varsity Head Coach	3550
	a. assistant	2250
	2. 7 th & 8 th Grade Head Coach	1850
L. Swimming (Boys/Girls)		
	1. Varsity Head Coach	4000
	a. assistant	3000
	b. diving coach	2250
	2. 7 th & 8 th Grade Head Coach	2000
	a. assistant	1850
M. Cheerleading (Competitive)		
	1. Varsity Head Coach	3550
	2. JV Head Coach	2250
	3. 9 th Grade Head Coach	1850
	4. 7 th & 8 th Grade Head Coach	1850
N. Hockey	Varsity Head Coach	4500

SCHEDULE C-2

II. PROGRAMS COACHES, SPONSORS AND ADVISORS

A. Cheerleading (sideline)		
	1. Varsity Head Coach	2250
	2. JV Head Coach	1850
	3. 9 th Grade Head Coach	1600
	4. 7 th & 8 th Grade Head Coach	1200
B. Music		
	1. Band	
	a. High School	6000
	b. Middle school	600
	c. Sodt 5 th /6 th grade	200
	d. Majorette, flag corps, or pom-pom advisor	1850

	e. percussion	1850
	f. jazz band	2250
	(when not part of teaching assignment)	
B. Music – continued		
	2. Choir	
	a. high school & middle school	2600
	b. elementary school	600
C. Drama		
	1. High School	1000
	a. assistant	600
	2. 5-8th Grade	600
	a. assistant	400
	3. K-4th Grade	600
D. Journalism/ Yearbook		
	1. High School Journalism	600
	2. High School Yearbook	2500
	3. 7 th and 8 th Grade Journalism	400
	4. 7 th and 8 th Grade Yearbook	1000
	5. 5 th & 6 th Grade Yearbook	500
E. Class & Club Advisors		
	1. Senior Class Advisor	1000
	2. Junior Class Advisor	900
	3. Sophomore Class Advisor	800
	4. Freshman Class Advisor	700
	5. 7-12 th Grade Club Advisor	550
	6. K-6 th Grade Club Advisor	550
	7. Student Council (per bldg)	750
	8. National Honor Society High School	550
	9. National Honor Society 7 th & 8 th Grade	550
	10. Lego Club	600
	a. assistant	300
	11. FIRST Robotics	2000
	a. assistant	1000
	12. DECA	600
F. Curriculum Representatives		
	1. Department/Grade Level Chair	1200 per person (unless shared)
	2. Curriculum Study Representative	1000 per person
	3. School Improvement Chair	1350 per person (unless shared)
G. Others		
	1. Lunch Duty	
	a. High School (max.6)	1000 per person
	b. Middle School (max 4)	1000 per person
	c. E.C.C. (max 1)	1000 per person
	2. Teacher Mentor	500 per person

1. The parties agree that this schedule represents all extra duty for which compensation is received
2. All openings must be posted so bargaining unit members may apply. If a JEA member makes application for any Schedule C extra duty position, and is deemed equally qualified by the Administration, the JEA member applicant will be awarded the position. The Board and Administration may hire a non-JEA member to a Schedule C position and negotiate an extra duty stipend, as long as the stipend does not exceed what a JEA member would receive.

Schedule D
Per Article 23, Section D

GRIEVANCE # _____

JEFFERSON SCHOOL DISTRICT
GRIEVANCE REPORT

Form Distribution:
1. Superintendent
2. Principal
3. Association
4. Teacher

Submit to Principal In Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

---STEP 1---

A. Date Cause of Grievance Occurred _____

B. 1. State of Grievance _____

2. Relief Sought _____

Signature _____ Date _____

C. Disposition by Principal _____

Principal's Signature _____ Date _____

D. Position of Grievant and/or Association _____

Signature _____ Date _____

---STEP II---

A. Date Received by Superintendent or Designee _____

B. Disposition by Superintendent or Designee _____

Signature _____ Date _____

---STEP III---

A. Date Received by Board of Education or Designee _____

B. Disposition by Board _____

Signature _____ Date _____

C. Position of Grievant and/or Association _____

Signature _____ Date _____

---STEP IV---

A. Date Submitted to Arbitration _____

B. Disposition & Award of Arbitrator _____

Signature _____ Date _____

NOTE: All provisions of Article _____ of the Agreement dated _____ 200__ will be strictly observed in the settlement of this grievance.

**Schedule E
DELETED**

**Schedule F
Jefferson Schools
EMPLOYEE LEAVE REQUEST FORM***

Employee's Name _____ Date _____

Building _____ Department _____

This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours or during vacation periods. Personal Business Days may be taken for the following reasons: Medical, Legal, Educational, Financial or Domestic. Violation of the intent of this leave is subject to the loss of two (2) days salary and a possible reprimand. Continued violation may be grounds for dismissal.

Date(s) Requested for Leave _____

Reason for Leave _____

Approved

Rejected

Employee's Signature

Supervisor's Signature

Approved

Rejected

Central Administrative Signature

*Normally this form must be filed at least three (3) days in advance of such a leave request. This form shall be returned to the employee no later than the day previous to the anticipated leave if possible. In an emergency, the approval or rejection may be given orally but this form must then follow the days absent.

(File in quadruplicate)

SCHEDULE G
JEFFERSON SCHOOLS
Year End Summary

Final Evaluation Report to the Superintendent for: _____

EVALUATOR: _____ DATE: _____

The information contained below is the result of classroom observation(s) made this school year as well as judgment made as the result of daily contacts with the above named person.. Nothing should be contained in this report which has not been made known to the teacher previously. However, should there be such information, the staff member involved shall be given five (5) working days from receipt of this report to place in writing any objections or explanations, a copy of which shall be attached to this report.

All categories shall be marked, or if not, are to be considered as acceptable.

**RATINGS: 1 - Outstanding, 2 - Above Average, 3 - Average,
4 - Substandard but making progress, 5 - Unsatisfactory.**

- | | |
|----------------------------------|-------------------------------|
| 1. _____ PROFESSIONAL ATTRIBUTES | 2. _____ INTERPERSONAL SKILLS |
| 3. _____ TEACHING TECHNIQUES | 4. _____ CLASSROOM ATMOSPHERE |
| 5. _____ PERSONAL ATTRIBUTES | 6. _____ CLASSROOM MANAGEMENT |

JOB PERFORMANCE SUMMATION

- Outstanding**
- Above Average** (No corrections were necessary)
- Average** (Corrections were listed and improvements have been made to date)
- Substandard but making progress** (Corrections were listed and some improvements have been made)
- UNSATISFACTORY** (Recommendations for improvements have been made, but no improvement/ effort has been shown to date. Continued failure to show improvement in the listed areas may result in dismissal.)

STATUS FOR NEXT YEAR

PROBATIONARY TEACHER

- Recommended for second year probation
- Recommended for third year probation
- Recommended for fourth year probation
- Recommended for tenure
- Recommended for termination

PRESENT TENURE TEACHER

- Recommended for continued tenure
- Recommended for continued tenure with corrective status
- Recommended for termination

Signature of Evaluator _____
Date

Teacher Signature (indicating evaluation was read and received) _____
Date

Teacher comments (if any) _____

Schedule G
Jefferson Schools

Teacher Observation Form

Purpose of Teacher Evaluation: The evaluation program has as its primary purpose the improvement of teacher performance. The evaluator through classroom observation and/or daily contacts will be given a chance to offer an inventory of strengths and weaknesses while outlining a practical improvement program if necessary. These evaluations will provide a history of development and progress.

The final evaluation form when completed is a professional judgment of the teacher's total effort. The items marked represent professional judgments made from day to day contacts as well as judgments made as the result of classroom observations.

All observations/evaluations will be made in accordance with the Master Agreement, Article XV.

Instructions to Evaluator: Listed below are a number of traits, abilities, and characteristics that are important for success. Place an "X" mark on each rating scale next to the descriptive phrase which most nearly describes the teacher being rated. Comments should document areas needing to be improved. In each large box, place one of the following number ratings: 1 - Outstanding, 2 - Above Average, 3 - Average, 4 - Substandard, 5 - Unsatisfactory. If a ranking of 4 or 5 is given, this rating will be defined and ways for improvement will be outlined.

Name: _____ **Date:** _____

Assignment: _____ **Building:** _____

PROFESSIONAL STATUS:

1st Yr. Probation 2nd Yr. Probation 3rd Yr. Probation 4th Yr. Probation Tenure Previous State Tenure

I. Professional Attributes

A. Attendance:

- Very prompt; regular in attendance.
- Regular and prompt a majority of the time.
- Usually present and on time.
- Lax in attendance and/or reporting for work on time.
- Often absent and/or frequently reports for work late.

B. Work Ethics:

- Requires absolute minimum supervision; is self motivated.
- Requires little supervision; is reliable.
- Usually takes care of necessary tasks and completes with reasonable promptness.
- Sometimes requires prompting.
- Requires close supervision; is unreliable.

C. Personal Appearance:

- Unusually well groomed.
- Careful about personal appearance.
- Generally neat and clean.
- Sometimes untidy and careless about personal appearance.
- Very untidy.

D. Communication Skills:

- Excellent oral and written communication.
- Good oral communication; makes few errors in written work.
- Generally careful in written and oral communications.
- Does not communicate well orally; errors often found in written communications.
- Poor written and oral communication skills; makes many grammatical and/or spelling errors.

Comments: _____

SCHEDULE G

II. INTERPERSONAL SKILLS

A. Relationship with Students:

- Deals with students in a professional and positive manner.
- Works constructively with students the majority of time.
- Usually has a positive relationship with students.
- Approachable.
- Very distant and aloof.

B. Relationship with Faculty and/or Administration in Professional Settings:

- Excellent at establishing good will; deals with all in a professional manner.
- Works constructively with all; sociable and out-going.
- Warm; friendly; sociable; deals effectively with faculty; contributes positively to discussions.
- Approachable; friendly once known, offers suggestions/helps when asked.
- Very distant and aloof; uses sarcasm or negative statements when discussing staff members.

C. Relationship with Parents:

- Excellent in establishing good will; deals with parents in a professional manner; initiates positive statements.
- Works constructively with parents to provide a good education for the students; out-going.
- Warm; friendly; sociable; deals with parents effectively.
- Approachable; deals with parental problems as they arise, does not initiate communications.
- Very distant and aloof; does not respond to parental concerns.

D. Attitude/Courtesy:

- Inspiring to others in being courteous and very pleasant.
- Always very polite and willing to help.
- Agreeable and pleasant.
- Sometimes tactless.
- Blunt; discourteous; antagonistic.

E. Control:

- Constantly rises to the occasion; maintains composure when solving crises.
- Tolerates most pressures; remains calm.
- Has average tolerance for crisis; usually remains calm.
- Occasionally "blows up" under pressure; is easily irritated or frustrated.
- Goes "to pieces" under pressure; is "jumpy" and nervous.

Comments: _____

SCHEDULE G

III. Teaching Techniques

A. Content Area(s):

- Keeps current with changes in content areas; demonstrates excellent mastery of content.
- Adjusts well to changes in content areas; demonstrates sufficient mastery of content.
- Moderately informed; adjusts when asked to changes in the content area(s).
- Lacks knowledge of some aspects of content in the area(s).
- Poor knowledge of the changes and/or trends in content area(s).

B. Effective Instruction:

- Excellent instructional techniques; method and amount of instruction appropriately meets the needs of individuals.
- Good instructional techniques; the method and amount of instruction meets the needs of most students.
- Method and amount of instruction is adequate.
- Instructional techniques and/or amount of instruction need to be improved.
- Instructional techniques and/or amount of instruction unsatisfactory.

C. Quality of Work:

- Superior work production record; does more than required to meet the needs of Individual students.
- Very industrious; does more than is required to meet individual's needs.
- Volume of work is satisfactory; teaches to majority of students.
- Does just enough to get by; alters program when large groups of students fail.
- Does not meet the minimum requirements; teaches but does not alter program to meet student needs.

D. Effective Planning:

- Develops excellent long and short range plans; exhibits evidence of pre-planning for instructional activities.
- Good planning; evidence of long and short range planning.
- Daily and long term plans are adequate.
- Plans are evident; however, incomplete.
- Unsatisfactory; no evidence of plans.

E. Reinforcement Techniques (as apparent during observation(s)):

- Motivates students; it appears that tasks are purposeful.
- Good motivation; provides interesting and adequate reinforcement.
- Some motivational techniques used.
- Little motivation; it appears that tasks are "busy" work.
- No evidence of student motivation.

Comments:

SCHEDULE G

IV. _____ Classroom Atmosphere

A. Classroom Environment:

- Environment has a warm and attractive atmosphere; encourages students to learn.
- Pleasant environment; motivates students to learn.
- Acceptable environment.
- Classroom environment needs improvement.
- Classroom bare; unfriendly atmosphere.

B. Classroom Order:

- Unusually safe and orderly.
- Quite conscientious about safety and order.
- Ordinarily keeps room fairly safe.
- Some tendency to be careless and unsafe.
- Disorderly or unsafe.

C. Bulletin Boards:

- Bulletin boards and displays have teaching value.
- Good bulletin boards; majority have teaching value.
- Adequate bulletin boards; however, could be more pertinent to subject matter.
- Bulletin boards have little value.
- Bulletin boards have no teaching value.
- Not applicable.

Comments:

Schedule G

V. _____ Personal attributes

A. Promptness:

- Paperwork is on time and accurate.
- Very prompt when completing duties; needs no reminders.
- Paperwork turned in when reminded, may need corrections.
- Needs constant reminders and prompting, accuracy varies.
- Paperwork not submitted and/or is inaccurate.

B. Professional Participation and Growth:

- Excellent professional participation in academic organizations and/or conferences.
- Participates in academic organizations and/or attends conferences.
- Average amount of involvement in academic organizations and/or conferences.
- Needs to improve involvement; should attend conference or workshop.
- Lack of involvement in professional organizations and conferences.

C. Dependability:

- Extremely reliable; completes tasks ahead of time with no prompting.
- Conscientious; completes tasks on time.
- Conscientious; however, on occasion needs prompting.
- Undependable; completes task only after being prompted.
- Unreliable; fails to complete tasks.

D. Cooperation:

- Extremely cooperative; follows prescribed administrative procedures.
- Cooperative; evidence of loyalty toward established programs, policies and procedures.
- Cooperative only when asked; follow some programs, policies and procedures.
- Cooperative only with constant reminding; follows very few programs, policies and procedures.
- Uncooperative; does not follow procedures.

E. Extra-Curricular Involvement:

- Frequently volunteers for additional extra-curricular activities.
- Attends additional extra-curricular activities when asked.
- Meets minimal requirements of extra-curricular participation.

Comments:

Schedule G

VI. Classroom Management

- A. Time on Task (as apparent during observation(s)):
 - Class time extremely well spent; all students appear productive and learning.
 - Majority of class time spent learning; most students appear to spend time well.
 - Most of class period spent well; it appears some students spent time off task.
 - Time on tasks needs to be improved; it appears student involvement needs to be increased.
 - Many students off task for extended periods of time.
- B. Classroom Control:
 - Students extremely well behaved.
 - Students well behaved.
 - Moderate student control.
 - Control needs improvement.
 - No observable classroom control.
- C. Classroom Routines:
 - Extremely well organized classroom; students know where materials are and what is expected.
 - Classroom appears organized; with some prompting students follow routine and know where materials are.
 - At times, organization evident; much prompting needed for students to follow routine.
 - Routine needs to be improved; students need to be taught better organization.
 - Classroom is in disarray; students not sure of what to do or where materials are.
- D. Planning of Instruction:
 - Instruction meets the needs of all students.
 - Pacing designed to meet the needs of majority of students.
 - Pacing designed for the average student.
 - Pacing needs to be improved.
 - Too little or too much content material covered in period.

Comments:

OVERALL JOB PERFORMANCE

- Outstanding
- Above Average
- Average
- Substandard
- UNSATISFACTORY

If at any time after the regular observation process is complete and any of the above six categories show a decline in the level of performance such as to make the level substandard or unsatisfactory, the building administrator shall first discuss informally with the teacher the problem(s), including the suggested correction(s). Should the correction(s) not be made, the problem(s) shall then be noted in writing and point four (4) "Follow-Up Reports" of the Master Agreement shall then be followed.

Observation Written By

Date

Observation Received By

Date

Schedule H
Educational Leave Request

Date _____

Staff Member: _____

Position/Level: _____

Building: _____

Certification: _____

Years in District: _____

Proposed Period for Leave: _____

Proposed Course of Study: _____

**PLEASE GIVE A WRITTEN EXPLANATION OF HOW SUCH
STUDY WILL BENEFIT YOU IN YOUR PRESENT POSITION.**

**Schedule I
Salary Lane Change Request**

Please be advised that according to the Master Agreement, I, _____
am entitled to a salary increase by virtue of continued education.

Date

Change Requested (Circle One):

Masters

Masters +15

Masters +30

Double Masters (60 graduate hours)

Specialist

Earned Doctorate

This form must be submitted to the Superintendent's Office by October 1st for a first semester salary adjustment or by February 1st for a second semester salary adjustment. The form will be held for processing and no adjustment(s) will be made until a transcript is received from the university; however, a letter of verification from the university will serve as a temporary transcript.

Faculty Member _____

For Office Use Only

Previous: Lane _____ Step _____ Salary _____

New: Lane _____ Step _____ Salary _____

Approved **Disapproved**

Superintendent of Schools

Schedule J
Graduate Credit Class
Advance Approval Request
(Beyond Masters Degree)

I am requesting advance approval for the following classes to be taken at/through
(University Name) _____

- | | | |
|----|-----------------------|--------------|
| 1. | _____ | _____ |
| | Course Title & Number | Credit Hours |
| 2. | _____ | _____ |
| | Course Title & Number | Credit Hours |
| 3. | _____ | _____ |
| | Course Title & Number | Credit Hours |
| 4. | _____ | _____ |
| | Course Title & Number | Credit Hours |

Approved Disapproved

_____	_____
Faculty Member	Date
_____	_____
Superintendent of Schools	Date

For administrative information only:

Are you at this time enrolled in a planned university program, i.e. Second Masters',
Specialist, Doctoral, and if so, which one _____.

Schedule K
Request for Work Schedule Change

Current work hours and assignment _____
Requested work hours and assignment _____

If this request is for a shared assignment, name of bargaining unit member with whom you
wish to share _____ and position(s) to be shared _____.

Effective Date: _____ 200__

Date of this request: _____ 200__

Approved Disapproved

_____	_____
Faculty Member	Date
_____	_____
Superintendent of Schools	Date

Schedule L
Jefferson Schools
Request To Attend Conferences

Name _____ Date of Application _____

Building/Department _____ Assignment _____

Conference (Title & Sponsor) _____

Place: _____

Date/Time Leaving: _____ Date/Time Returning: _____

My report on the conference will be made to: _____

If requesting a substitute, please indicate grade/subject & dates: _____

Grade/Subject: _____ Date(s) substitute needed: _____

ESTIMATED EXPENSES

1. Registration.....\$ _____

2. Transportation.....\$ _____

3. Lodging/Room..... \$ _____

4. Meals.....\$ _____

5. Other Costs (itemize)

.....\$ _____

.....\$ _____

.....\$ _____

Total.....\$ _____

Comments by Applicant: _____

Will share expenses with: _____

Advance Allowance Requested \$ _____ Payable to: _____

Account to be charged: _____

Not Recommended

Recommended Principal _____ Date: _____

Not Recommended

Recommended Superintendent _____ Date: _____

This meeting does (not) fit into the district's in-service objectives; see below:

cc: to Administration Building, Your Building, and Applicant

Schedule N
Jefferson Schools
Waiver and Release

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the collective bargaining agreement between the Board of Education of the Jefferson Schools and the Jefferson Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release the Jefferson Schools, its Board of Education, and employees, from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

Signature _____ Dated: _____

Acknowledged by: _____

Jefferson Schools Representative _____

Jefferson Education Association Representative _____