

**AGREEMENT**  
**by and between**  
**EAST JACKSON EDUCATION**  
**ASSOCIATIONJCEA/MEA/NEA**  
**and**  
**EAST JACKSON COMMUNITY**  
**SCHOOLS BOARD OF EDUCATION**

**2018- 2019**

## TABLE OF CONTENTS

<b>ARTICLE 1 - Recognition .....</b>	<b>1</b>
<b>ARTICLE 2 - Association Rights and Responsibilities .</b>	<b>1</b>
<b>ARTICLE 3 - Teacher Rights and Responsibilities .....</b>	<b>2</b>
<i>Private Life .....</i>	<i>2</i>
<i>Americans With Disabilities Act .....</i>	<i>2</i>
<i>Non-Discrimination .....</i>	<i>3</i>
<i>Complaints .....</i>	<i>3</i>
<i>Personnel File .....</i>	<i>3</i>
<i>Property Loss/Damage.....</i>	<i>3</i>
<b>ARTICLE 4 – Board Rights and Responsibilities .....</b>	<b>3</b>
<b>ARTICLE 5 - Payroll Deductions.....</b>	<b>4</b>
<b>ARTICLE 6 - Working Conditions .....</b>	<b>4</b>
<i>Teaching Conditions.....</i>	<i>4</i>
Regular Classroom Teachers .....	4
Elementary Special Area Teachers .....	4
Secondary Teachers .....	5
Safe Working Conditions.....	5
Special Education/Least Restrictive .....	5
Split Grades .....	6
<i>Teaching Hours .....</i>	<i>6</i>
Secondary Planning Period .....	7
Elementary Planning Period.....	8
<i>Drug and Alcohol Policies.....</i>	<i>8</i>
<i>Communicable Disease Control Policy/Blood</i>	
<i>Borne Pathogens.....</i>	<i>8</i>
<i>Building Conditions Notification .....</i>	<i>8</i>
<b>ARTICLE 7 - No Strike .....</b>	<b>9</b>
<b>ARTICLE 8 - Leaves of Absence.....</b>	<b>9</b>
<i>Leaves of Absence - Paid, Chargeable to Sick Days</i>	
.....	9
Illness in the Immediate Family .....	<b>Error! Bookmark not defined.</b>
Sick Leave Entitlement .....	9
Worker’s Compensation .....	10
Personal Business Days .....	10
Bereavement Leave.....	<b>Error! Bookmark not defined.</b>

Reporting Procedure .....	10
Elementary .....	10
Secondary.....	11
<i>Leaves of Absence Paid - Not Chargeable to Sick</i>	
<i>Days .....</i>	<i>11</i>
Jury Duty .....	11
Court Appearance As a Witness.....	11
Association Days .....	11
<i>Leaves of Absence Without Pay .....</i>	<i>11</i>
General Provisions Related to all Leaves .....	11
Types of Leaves .....	11
Ill Health/Disability .....	12
Illness in Immediate Family .....	12
Parental Leave .....	12
Adoptive Leave .....	12
Advanced Study .....	12
Association Leadership .....	12
Other Leaves.....	12
Return From Leave of Absence .....	12
<i>Family and Medical Leave Act of 1993 .....</i>	<i>13</i>
<b>ARTICLE 9 - Professional Compensation .....</b>	<b>13</b>
<i>Additional Assignments .....</i>	<i>13</i>
Extended Assignments .....	13
Subbing During Prep. ....	13
In-Service Compensation .....	13
Overload.....	13
<i>Mileage Reimbursement.....</i>	<i>14</i>
<i>Experience Credit .....</i>	<i>14</i>
<i>Increment Credit .....</i>	<i>14</i>
<i>Part-Time Teachers .....</i>	<i>14</i>
<i>Extra-Curricular/Co-Curricular .....</i>	<i>14</i>
<i>Terminal Leave Payment.....</i>	<i>15</i>
<i>Fringe Benefits.....</i>	<i>15</i>
PLAN A: For Those Employees Electing	
Health Insurance .....	15
PLAN B: For Those Employees Not Electing	
Health Insurance .....	16
<b>ARTICLE 10 - Professional Grievance Procedure .....</b>	<b>17</b>
<i>Definition. ....</i>	<i>17</i>
<i>Principal’s Level.....</i>	<i>17</i>
<i>Superintendent’s Level. ....</i>	<i>18</i>

<i>Arbitration</i> .....	18
Appeal to the Arbitrator.....	18
<b>ARTICLE 10 - Professional Grievance Procedure .....</b>	<b>17</b>
Selection of the Arbitrator .....	18
Powers of the Arbitrator .....	18
Arbitrator's Fees and Expenses.....	18
<b>ARTICLE 11 - Student Discipline and Teacher Protection.....</b>	<b>19</b>
<i>Student Discipline</i> .....	19
<i>Teacher Protection</i> .....	19
<b>ARTICLE 12 - NEGOTIATION PROCEDURE .....</b>	<b>20</b>
<b>ARTICLE 13 - Professional Education Conferences ..</b>	<b>20</b>
<b>ARTICLE 14 - MENTOR TEACHER.....</b>	<b>20</b>
<b>ARTICLE 15 - Public School Academies.....</b>	<b>21</b>
<b>ARTICLE 16 - Miscellaneous Provisions .....</b>	<b>21</b>
<b>ARTICLE 17 - Binding Effective Agreement .....</b>	<b>21</b>
<b>ARTICLE 18 - Duration of Agreement.....</b>	<b>22</b>

<b>APPENDIX A - Salary Schedule .....</b>	<b>23</b>
<i>Longevity</i> .....	23
<b>APPENDIX B - Supplementary Pay for Extra Curricular Activities .....</b>	<b>24</b>
<b>APPENDIX B (Continued)- Extra-Curricular Compensation - Athletics .....</b>	<b>25</b>
2018-2019.....	25
<b>APPENDIX C - General and Extra Services .....</b>	<b>27</b>
2018-2019.....	28
High School.....	28
Middle School .....	28
Elementary Schools.....	29
District-Wide .....	29
<b>APPENDIX D - Calendar.....</b>	<b>30</b>
<b>APPENDIX E - Grievance Report Form .....</b>	<b>31</b>
<b>APPENDIX F – Letter of Agreement.....</b>	<b>33</b>
<i>Letter of Agreement - Above Step 11 Pay</i> .....	33

---

## **ARTICLE 1 - RECOGNITION**

---

- A. The Board hereby recognizes the Jackson County Education Association (hereinafter called the "Association") as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel, including all teaching personnel employed by the Board (whether or not assigned to a public school building), librarians, guidance counselors, but excluding administrative and supervisory personnel, substitute teachers, clerical and custodial employees.
- B. The term "teacher" when used in this Agreement shall refer to all classroom teachers, librarians, and guidance counselors employed under individual contract for a full year at no less than three (3) hours daily or two (2) full days per week, by the East Jackson Community Schools represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers. At no time will a teacher be employed for less than three (3) hours daily for the purpose of reducing the number of employees covered by the terms of this Agreement.
- C. The term "Board" shall include its officers, members and agents.

---

## **ARTICLE 2 - ASSOCIATION RIGHTS AND RESPONSIBILITIES**

---

- A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to abide with all Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- B. The Board shall provide information necessary to the Association to process grievances or complaints, negotiate and administer the Agreement, or otherwise perform its duty as the representative of the teachers.  
  
Any request for information identified in the foregoing paragraph will be made by the Association President or his/her designee in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative within five (5) working days from the date said request is received by the Superintendent.
- C. Association materials intended for distribution to parents, via the school mailing system, must have prior approval by the Board before distribution.
- D. The Association may use the school buildings for meetings if prior approval is obtained from the building principal at least twenty four (24) hours in advance. Application for use of school buildings shall be made on the School Facilities Use Agreement. Bulletin board space, conveniently located, shall be made available to the Association.
- E. The Association may use school equipment subject to approval of the building principal. When the Association is publishing its own internal communication, it will furnish its own paper.
- F. Published agendas and notices of Board meetings shall be made available to each building representative and the Association President at the same time they are made available to the members of the Board of Education. Published Board meeting minutes will be forwarded to the local Association President.

- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, with approval of the building principal or his/her designee provided this does not interfere or interrupt normal school operations.

---

### **ARTICLE 3 - TEACHER RIGHTS AND RESPONSIBILITIES**

---

- A. Nothing contained within this Agreement shall be construed to deny or restrict any teacher rights he/she may have or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment or application of the provisions of this Agreement or Board policies by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- C. **Private Life.** The Board and the Association agree that the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school-related activities. If such conduct does exist, the Board agrees to discuss the problem with the Association prior to taking any action in an effort to arrive at a satisfactory solution to the problem.
- D. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities, exclusively for teachers and at least one room which shall be reserved for use as a faculty room.
- E. It is recognized that abuse of sick leave and other leaves, chronic-tardiness or absences, willful deficiencies in professional performance, or other violations of professional behavior reflect adversely upon the teaching profession and the Board will take action to correct breaches of professional behavior.
- F. **Americans With Disabilities Act.**
1. The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, re-allocating or re-distributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preferences in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to accommodate disabilities.
  2. In accordance with these principles the employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
  3. Employees shall be notified of the identity of the ADA Compliance Officer.

- G. **Non-Discrimination.** The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status, or membership in, or association with, the activities of any teacher organization. The Board and the Association pledge themselves to extend the advantages of public education to every student of the district without regard to race, religion, sex, color or national origin and to achieve full equality of education opportunity to all pupils.
- H. **Complaints.** Formal complaints regarding a teacher made to the administration by any parent, student or other person will be called to his/her attention in a timely matter and reduced to writing by an administrator.
- I. **Personnel File.**
1. Any materials not specifically addressed to or directed personally to the teacher that are added to the teacher's file after the initial date of employment must be signed by the teacher.
  2. If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the content of the material.
  3. Each teacher will have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Confidential credentials and related personal references obtained at the time of initial hiring, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
  4. Any employee believing that material contained in his/her personnel file is false or incorrect may, at his/her option, register a complaint through the grievance procedure to have said material corrected or expunged from his/her file provided the materials do not involve a prohibited topic of negotiations under the Public Employment Relations Act.
- J. **Property Loss/Damage.** In the event a teacher loses or damages school property assigned to the teacher (i.e., computer) offsite through negligence, the teacher will reimburse the District for any replacement or repair costs up to the district's insurance deductible within thirty (30) calendar days of receiving notice from the district.

---

## **ARTICLE 4 - BOARD RIGHTS AND RESPONSIBILITIES**

---

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To provide the executive management and administrative control of the school system and its properties and facilities, including the decision to operate or not operate such facilities, and the activities of its employees.
  2. To establish, modify, and/or increase or reduce classes and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.

3. To determine appropriate and acceptable means and methods of instruction, the selection of textbooks and other teaching materials, and appropriate and acceptable use of teaching aids of every kind and nature.
  4. To determine class schedules, the hours in instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  5. To determine fiscal policies and authorize all expenditures of public monies.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by specific and expressed terms of this Agreement and by the laws of the State of Michigan.

---

## **ARTICLE 5 - PAYROLL DEDUCTIONS**

---

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, and savings bonds, charitable donations and other plans or programs approved jointly by the Association and the Board.

---

## **ARTICLE 6 - WORKING CONDITIONS**

---

A. **Teaching Conditions.**

1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education as the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.
2. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited and students equally distributed within grade levels and subject areas, whenever possible.
  - a. **Regular Classroom Teachers.** Kindergarten through sixth grade class sizes shall not exceed thirty (30) students.
  - b. **Elementary Special Area Teachers.** Because pupil loads of special area teachers differ from regular classroom teachers, the class load and schedule for said teachers shall be reviewed by a committee which shall include the Superintendent, or his designee, principal, the special area teacher and the building Association Representative, if the special area teacher requests.

For the purposes of this section, special areas shall be defined as art, music, physical education, etc.

Regardless of the number of specials areas provided, the integrity of the basic instruction process shall be maintained at all times.

With the exception of Article 6 (A) (6) below, it is recognized that nothing in the Master Agreement requires the district to employ special area teachers.

- c. **Secondary Teachers.** The class load and schedule shall be reviewed by a committee which shall include the Superintendent, or his designee, principal, teacher and an Association Representative, if the teacher requests.

The committee will take into consideration student safety and the quality of instruction in its deliberations.

3. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard test and questionnaires, field trips and similar materials are the tools of the teaching profession. The Board and the Association will confer for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably equipped. The teacher is responsible for utilizing instructional materials and equipment in a careful and prudent manner and to supervise the use of consumable supplies by students to make certain waste is kept at a minimum and respect for materials and supplies is taught.
4. The Board shall provide:
  - a. A separate desk with lockable drawer space and/or access to a lockable cabinet for each teacher in their assigned room.
  - b. Copies, exclusively for a teacher's use, of all texts used in each of the courses he/she is to teach.
  - c. A dictionary for the respective age group in every classroom.
  - d. Seating facilities for each student.
  - e. Books and materials for each student needed in daily teaching responsibilities in programs approved by the Board.
5. **Safe Working Conditions.** Teachers shall not be required to work under recognized unsafe or hazardous conditions. Teachers will report in writing to their immediate supervisor and the Association when they become aware of any unsafe or hazardous conditions.
6. The district will provide at least the equivalence of one (1) full-time special area teacher for the elementary building.
7. **Special Education/Least Restrictive.**
  - a. Copies of deviation requests for special education class loads will be provided to the Association President and Association Representative(s) for the building upon submission to the Jackson County Intermediate School District and the Department of Education.
  - b. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning



Committee (IEPC). It is further acknowledged and recognized that the general educational classroom teacher shall be responsible for the implementation of those responsibilities applicable to the classroom teacher within the I.E.P.

- c. When a general education classroom teacher is assigned a student who has been identified for special education services, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition. The teacher shall be informed and instructed by the administration or its agent(s) as to emergency measures which may be necessary on occasion due to the student's impaired condition prior to student attendance. Teacher(s) will not be required to transport special education students.
  - d. The administration agrees to pursue providing for a substitute in the absence of the regularly assigned special education aide. Temporary assistance will be provided.
  - e. No Individual Educational Planning Committee (IEPC) will be held without the regular classroom teacher at the elementary level, if known, being invited to attend or have a teaching staff representative invited to attend. At the middle school and high school levels, all teachers who will be working with said student will be informed of the IEPC and at least one teacher will be required to attend the IEPC. The principal will make available for the other involved teachers the information provided at the IEPC which was prepared or furnished by the staff of the JCISD. Teachers should be given two weeks advance notice of the IEPC, or as soon as the building principal is informed but not later than the end of the next regularly scheduled day of work. The teacher, if so desired, will be entitled to representation. If known, at the beginning of each school year, all teachers will be provided a list of their students and their special needs.
  - f. If any teacher(s), in writing, advises the district of a reasonable basis to believe that a student's IEP, falling under applicable special education statute, is not meeting the student's needs as required by law, the district will reconvene an IEPC in a timely fashion. The teacher(s) will be invited to attend the IEPC.
  - g. The district shall notify employees of the identity of its Section 504 officer as well as the procedures for requesting a Section 504 hearing.
  - h. The process for referring students for special needs, the legal definitions regarding inclusive education, least restrictive environment, medically fragile students and identified student, shall be accessible to teachers.
  - i. The Board shall endeavor to provide within its practical means for the equal distribution within a building of special needs students within grade levels and subject areas.
8. **Split Grades.** The school administration will make every effort to equalize the number of students in each of the two (2) grade levels, as well as possible.

**B. Teaching Hours.**

1. All teachers shall be required to be at their assigned work stations at the beginning of the school day and leave the building at the end of the school day at a time designated by the Board. Except

as set forth in Section a below or Appendix D (calendar), teachers may not be required to remain at work, or in the building, for more than seven (7) hours and thirty-three (33) minutes per day.

- a. Up to sixty (60) minutes of staff meeting time outside of the normal work day may be scheduled each month at each building.
- b. Teachers shall not leave their building(s) during the prescribed workday without the approval of the building principal or his/her designee
- c. One open house/orientation in the fall.
- d. Parent-teacher conferences identified in the calendar
- e. Additional open houses/orientations beyond the one identified in Section c will be paid at one and one half (1.5) hours of the hourly rate set forth in Article 9(C)(2).
- f. Mandatory on-line and video training sessions directed by the administration for all teachers within a building or the district will be scheduled during professional development time or staff meetings.

2. **Secondary Planning Period.** Schools shall have a daily planning period equivalent to at least one (1) class period each day providing it does not interfere with assemblies, field trips, parent conferences, or the proctoring of examinations. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. During the life of this contract, the number of preparations for secondary teachers shall not exceed four (4).

If a teacher is assigned more than two (2) study halls, then the need for preparation periods is eliminated and shall not be granted.

3. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes which may include up to four (4) minutes of passing time.
4. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. Teachers shall make daily lesson preparation, prepare each week a written lesson plan covering the following week's instruction, and attend all staff meetings, unless excused by the building principal. The Association and the Board agree that a teacher's attendance at and/or participation in PTCO meetings, open-houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is a professional responsibility to be exercised within the discretion of the teacher considering the nature of his/her remaining professional responsibilities.
5. If the State of Michigan law as currently found in MCLA 388.1701(3) and (4) requires that school districts reschedule Act of God days as defined in Public Act 239 of 1984, scheduled days of students and/or teacher attendance that are canceled because of such condition as defined in the Act shall be rescheduled by the district. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within this Agreement.
6. A teacher's primary responsibility is his classroom or regular facility in which his/her basic assignment occurs. However, supervision of students is the teacher's responsibility during the entire school day. It is recognized, though, that supervision of students outside regularly scheduled classes, study halls, or homerooms, etc., is possible only at those times when teachers

are not engaged in other professional activities. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge. It is understood, however, that such teacher cooperation shall not obligate teachers to perform duties normally and customarily performed by custodial, clerical, or administrative staff.

7. It is recognized that teachers must utilize teaching methods and materials acceptable to and/or approved by the Board in striving for maximum student development and the attainment of student performance objectives cooperatively developed with the Association and adopted by the Board.

8. **Elementary Planning Period.** With the exception of days in which indoor recess is held due to weather conditions, elementary teachers (grades K-6) will be provided with twenty-six (26) minutes of relief time each instructional day unless the normal daily instructional schedule is interrupted by other activities (i.e. parent teacher conferences; field trips; early dismissals; assemblies, etc.). In the event this time is needed to comply with state instructional hour requirements, elementary teachers shall rotate recess supervision unless the parties arrive at an alternative means of assuring compliance.

In addition, elementary teachers may also use for planning and conferences all time during which their classes are receiving instruction from various special area teachers. Elementary teachers may use the time during the noon recess when their students are supervised by teacher aides for planning purposes. Teacher aides shall be provided for recess and lunch hour duties in the above schools for the duration of this contract. Additionally, the Board will endeavor to provide classroom aides and/or other instructional assistance through use of special state and federal programs whenever possible.

9. The Board shall have the right to determine if the secondary grades (7-12) will have a six or seven period day. If it becomes necessary to change the number of periods during the life of this Agreement, Section B(9) may be reopened for negotiations.

10. No program or services shall be delivered outside the negotiated work day/work year without prior written notice to the Association.

C. **Drug and Alcohol Policies.** In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.

D. **Communicable Disease Control Policy/Blood Borne Pathogens.**

1. The Board shall make available to its employees a copy of its exposure plan. The copies can be reviewed at easy access points throughout the district.

2. In addition, the Board will make available to all employees training on blood borne pathogens and other infectious materials.

3. Each employee shall have the right to appeal the determination regarding receiving the Hepatitis B vaccine to the Superintendent. The Superintendent shall honor all requests declining the vaccination(s).

E. **Building Conditions Notification.** In the event the heating, electrical or water systems are not functioning, the Association Representative will be notified within one (1) hour of the discovery of the malfunction. If the building is without power and the administration has not communicated the problem to the teachers, the

Association Representative will be released to communicate with the rest of the staff the status of the problem. The Association Representative will be given periodic updates if the problem persists.

---

## **ARTICLE 7 - NO STRIKE**

---

Neither the Association nor individual teachers shall at any time during the life of this Agreement authorize, cause, or engage in, or sanction any strike, or work stoppage against the East Jackson Board of Education. For the purpose of this Agreement, a strike is defined as the failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of employment, compensation, or the rights and privileges or obligations of employees of the East Jackson Board of Education. If, during the life of this Agreement, the Association authorizes, causes, or engages in any strike against the East Jackson Board of Education as defined above, the Association recognizes that the Board may declare this Agreement null and void.

---

## **ARTICLE 8 - LEAVES OF ABSENCE**

---

A. **Leaves of Absence - Paid, Chargeable to Sick Days.**

1. Absence due to illness or non-vocational accident of a teacher.

**Illness in the immediate family:**

- a. The teacher may use accumulated sick leave for emergency illness in the family which requires the teacher to make arrangements for care or for the illness or disability of a member of the immediate family. "Immediate family" is defined as father, mother, son, daughter, step daughter, step son, sister, brother, husband and wife.
  - b. The teacher may use up to three (3) days of sick leave per year for illness or disabling accident of a teacher's marital in-laws or grandparents.
  - c. The total number of paid days per year afforded under Section 2 will be 12 work days. Any additional days approved will be without pay.
2. The teacher may use all or any portion of his/her sick leave to recover from his/her own illness which shall include childbirth or complications of pregnancy.

In the event a teacher is absent more than ten (10) consecutive days, or if the Board has cause to believe that sick leave is being abused, he/she may be required to present a certificate verifying illness from a Board approved doctor to have these days count as sick days. The Board shall pay the cost of the exam. In the event the Board decides to deny continuation of benefits, the Association may take steps to arbitrate the issue.

3. **Sick Leave Entitlement.**

- a. At the beginning of the school year, each teacher shall be credited with twelve (12) sick days, three (3) of which may be used as personal business days. The unused portion of

such allowance shall accumulate from year to year to a maximum of one hundred fifty four (154) days.

- b. A teacher who begins employment after the beginning of the school year will receive a pro-ration of the twelve (12) sick days entitlement.
- c. A record of accumulated leave days will be furnished each teacher no later than sixty (60) days from the start of school.
- d. The Superintendent, with the concurrence of the local Association President, may honor a request of a bargaining unit member to have sick and/or personal days advanced from a future year(s). Said approval or denial of such request is not subject to the grievance procedure.

If a bargaining unit member quits the district prior to earning back the day(s) advanced above, such member will:

- (1) Reimburse the district for each unearned day at the teacher's full daily rate; or
- (2) Make arrangements acceptable to the Superintendent to work off said day(s).

- 4. **Worker's Compensation.** Absence due to injury or illness covered by worker's compensation incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave for the first five (5) days of such absence. Following this period, the employee may choose (1) to receive worker's compensation benefits only with no charge against sick leave, or (2) to receive salary in addition to worker's compensation benefits to achieve normal pay level with that salary charged against sick leave on a prorated basis. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act until accumulated sick leave is exhausted.
- 5. **Personal Business Days.** Three (3) personal business days may be used for any purpose at the discretion of the teacher, with prior approval of date obtained from the building principal, except in case of emergency. Teachers will be asked to explain a requested leave of absence from work before or after vacation periods. Reasonable restrictions will be imposed on personal leave on such days. Absence from duty without pay will be authorized only in situations of extreme emergency.
- 6. **Bereavement Leave.** Time necessary for attendance at a funeral service of a member of the immediate family will be limited to three (3) days per occurrence not deducted from sick leave. Additional days approved will be available without pay or the teacher may use up to three (3) days of accumulated sick leave. Immediate family for this purpose shall be defined as father, mother, mother-in-law, father-in-law, foster parents, grandparent, son, daughter, sister, brother, husband, wife or other person upon whom the teacher was dependent as a minor child. When used in Section 7, father, mother, sister, brother, son and daughter shall include step relations. One (1) day of accumulated sick leave, per occurrence, will be permitted to attend the funeral of a sister-in-law or brother-in-law or a friend not employed by the district.
- 7. **Reporting Procedure.** Teachers shall be informed of the source to contact to report each day of unavailability to work. The time for making contact shall be as follows:

**Elementary:** Every reasonable attempt will be made to contact by 6:00 a.m., but in no event later than 7:00 a.m.

**Secondary:** Every reasonable attempt will be made to contact by 5:30 a.m., but in no event later than 6:30 a.m.

Teachers at all levels who tentatively anticipate being absent the next day, will provide notice whenever possible, but in no event later than 3:00 p.m.

8. Sick day charges amounting to less than one day shall be prorated for that portion of the school day only.

**B. Leaves of Absence Paid - Not Chargeable to Sick Days.**

1. **Jury Duty.** The teacher granted leave with pay for this purpose will submit the jury duty pay to the Superintendent's Office upon return from jury duty.
2. **Court Appearance As a Witness.** In cases connected with the teacher's employment, or whenever the teacher is subpoenaed to attend any proceeding, providing the case does not involve an action against the Board or Association. The teacher granted leave with pay for this purpose will provide evidence of the amount of pay received from the court in order that the teaching salary received during the period might be reduced a like amount.
3. **Association Days.** The Association will be allowed a total of twelve (12) school days with pay per school year for teachers who are officers of the Association or designees of the Association or are appointed to its staff to attend official sessions of the MEA Representative Assembly and other local, state, or national business. Three (3) days notice must be given to the Board by the Association for such leaves of absence and reimbursement by the Association will be made to the district for the substitute pay, except that the three (3) day notice may be waived by the building principal if circumstances warrant it. These days shall not be used for purposes of supporting strikes and/or other activities of a public nature with respect to protest of contract negotiations in any other school district.

**C. Leaves of Absence Without Pay.**

1. **General Provisions Related to all Leaves.** Leaves of absence without pay may be granted to all teachers in the district. Duration of the leave shall be for one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Board at least one (1) month prior to the effective date of the requested leave for approval, except in cases of emergency, and shall state the expected date of return from such leave.

If an extension of such leave is desired, a written request prior to thirty (30) days before the expiration of such leave must be presented to the Board for its approval, except in cases of an emergency.

Earned sick leave as provided in Section A above of this Article, which had accumulated to the teacher while on active duty, will be reinstated when the teacher has returned to active teaching duty. No additional days of sick leave shall accumulate during any leave of absence without pay.

No experience credit on the salary schedule shall be granted.

- a) **Types of Leaves.**

- 1) **Ill Health/Disability.** Such leaves of absence which extend beyond time compensated under leave with pay must be accompanied by a statement from the attending physician verifying that the employee's health condition precludes his/her continued satisfactory performance of his/her assigned duties. A request to return to regular duties with the district must be accompanied by a statement from a physician that he/she is able to resume his/her regular duties. In the event of medical complications, the termination of leave may be adjusted by the Board upon the request of the teacher. Pregnancy or pregnancy-related conditions are considered a disability.
- 2) **Illness in Immediate Family.** "Immediate family" is defined as in Section 1(a) above.
- 3) **Parental Leave.** Parental leave without pay shall be granted upon request to teachers, upon the birth of a child, up to a maximum of one (1) year, for the purposes of child care
- 4) **Adoptive Leave.** Adoptive leave without pay, if requested by the adoptive parent, shall be granted for a period not to exceed one (1) year.
- 5) **Advanced Study.** Teachers may be granted a leave of absence without pay for the purpose of completing requirements of permanent certification or obtaining an advanced degree. Decisions under this section are not subject to the grievance procedure.
- 6) **Association Leadership.** Upon written application, a leave of absence of two (2) fiscal years shall be granted to any teacher for the purpose of serving as an officer of the Jackson County Education Association, Michigan Education Association, and National Education Association, or upon their staffs without pay, credit, or fringe benefits. The leave may be extended by the Board upon written request of the teacher.
- 7) **Other Leaves.** Teachers may be granted a leave of absence without pay for personal reasons provided the Board determines such a leave to be in the mutual best interest of the teacher and the district. Decisions under this section are not subject to the grievance procedure.

2. **Return From Leave of Absence.**

- a) Any teacher wishing to return from leave of absence at a date other than that for which the leave was granted, must make such request in writing to the Board at least ninety (90) days in advance subject to Board approval. The teacher shall notify the Superintendent of the date on which he/she shall be reporting for duty at least ninety (90) days prior to his/her return. A teacher expecting to return to duty at the beginning of the next school year shall notify the Superintendent at least thirty (30) days prior to the end of the school year.
- b) In all cases, the planned return date from leaves without pay must coincide with beginning of the first or second semester of the school year.

- c) If the salary schedule has changed during an employee's leave of absence, his basic salary shall be changed according to his service record, except as otherwise provided in this Article.

D. **Family and Medical Leave Act of 1993.** Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail.

---

## **ARTICLE 9 - PROFESSIONAL COMPENSATION**

---

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. The salary schedule is based upon the regular school calendar as set forth in Appendix D. In the event the law changes in such a way as to afford the ability to start students before Labor Day, the parties will reserve the right to renegotiate the calendar to implement an earlier starting date for students and staff. If the change is instituted, the number of days will not exceed those set forth in the calendar.

During the first year of employment, new teachers may be required to report for work for one (1) day prior to the start of the regular work year for all teachers without additional compensation.

In the event the calendar or any other provision of this Agreement creates a condition whereby the district is not able to meet the number of days or hours of instruction to receive full state aid payments or to meet the professional development requirement, the Superintendent and representatives of the Association will immediately negotiate the necessary adjustments to assure compliance at no added salary cost to the district.

C. **Additional Assignments.**

- 1. **Extended Assignments.** For voluntary classroom assignments in excess of the normal class teaching hours, a teacher will be reimbursed up to one-fifth (1/5) of his/her salary.
- 2. **Subbing During Prep.** Substitute teaching during a teacher's regular unassigned preparation period will be compensated at the rate of twenty and 39/100 dollars (\$20.39) per clock hour. Requests for payment must be made within five (5) work days of providing the services.

Due to scheduling variances, payment at the elementary level each year will begin after the first ten (10) full student instructional days for the school year and will cease each year five (5) full instructional days prior to the last student instructional day.

- 3. **In-Service Compensation.** Teachers who voluntarily attend in-service days that are offered beyond the regular school year will be paid one hundred fifteen (\$115) pay per diem.
- 4. **Overload.** A high school or middle school teacher who voluntarily accepts an additional classroom assignment in excess of his/her normal class teaching load (teaching preparation period) will be reimbursed via the following formula:

Teacher's Yearly Salary divided by 12 (6 assignments per two semesters) = Total X.  
Total X divided by number of days in current semester equals daily rate for said class.  
Number of days assigned times daily rate equals compensation.



- D. **Mileage Reimbursement.** Any teacher whose duties require regular travel between two (2) or more schools will be reimbursed at the per mile rate established by the Internal Revenue Service. Requests for reimbursement shall be submitted by the teacher not later than five (5) calendar days after the end of each semester on forms provided by the district.
- E. **Experience Credit.** Credit for teaching experience outside the system when initially hired into the bargaining unit shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is deemed appropriate.

Those employees hired prior to August 31, 2009 shall not be affected by this Section.

F. **Increment Credit.**

1. Unless restricted by law or specified to the contrary elsewhere in this agreement, increments become effective the first teacher work day in Appendix D (Calendar) of each year and advancement under the salary schedule, which shall include advancement to a higher paying degree lane on the salary schedule, shall be automatic as of the beginning of each semester following completion of required academic or professional courses.

All certified employees will be awarded master pay scale only if they possess a master's degree from a higher education institution with an accredited education program and in a subject area within East Jackson curriculum plan that is related to the teacher's existing Michigan Department of Education certificate endorsement(s) or a new certificate endorsement for a subject area that is part of the curriculum. The sole exceptions to the foregoing are for employees who possess a teaching certificate with a counseling endorsement who have a masters degree in counseling and those employees with a masters degree in education leadership for which there is no teaching certificate endorsement.

2. Upon prior written approval by the Superintendent, credit for the MA+30 may be granted for courses taken at a junior college or in an approved training program which would serve to enhance a teacher's classroom skills in such areas as computer science, word processing or robotics. A decision by the Superintendent on this issue shall be final and will not be subject to the grievance procedure.
3. Placement on the MA+30 column requires:
  - a. The credits must be taken after attaining a Masters degree in a program identified or approved under Section F (1) above; and
  - b. The classes must either be approved under Section F (2) above or be taken at a university in an education program identified or approved under Section F (1).

- G. **Part-Time Teachers.** Part-time teachers' salaries shall be pro-rated on the salary schedule and shall receive pro-rated insurance benefits.

- H. **Extra-Curricular/Co-Curricular.** Services of an extra-curricular or co-curricular nature shall be on an individually assigned basis between the teacher performing the service and the Board. No such assignment shall exceed a duration of one (1) year. Wages to be paid for teachers' services of this nature shall be set forth in Appendix B and C of this Agreement.

- I. **Terminal Leave Payment.** In appreciation for services to the district, a terminal leave payment of 1/4 of 1% per year of the retiring year's pay, not to exceed a maximum of 5%, will be paid to all teachers qualifying for retirement under the Michigan Public School Employee Retirement System, upon retirement, provided this teacher shall have been employed in the district for ten (10) years or more. Periods of unpaid leave including workers compensation and layoff will not constitute a disruption in service but will not be counted.

In addition the teacher will receive one half (1/2) of the current substitute teacher pay for each day of unused sick leave up to a maximum of ninety five (95) days.

Except as set forth herein, in order to receive payment under this provision, a teacher must be separating from employment at the end of the last teacher work day in the contract year.

1. A teacher who is not eligible to retire under the Michigan Public School Employees Retirement System (MPSERS) by the end of the last teacher work day due to age restrictions who qualifies under MPSERS Rules and Regulations for the summer birthday provision to retire without returning to work the next work year, will qualify for the payment if the teacher submits a letter of resignation not later than the end of the last teacher work day in the contract year.
2. The Superintendent and East Jackson Education Association President reserve the right in extenuating circumstances to make exception to the end of the year requirement if requested by a teacher in extenuating circumstances (i.e. serious medical conditions, etc.) and if the request is denied, the decision is not subject to the grievance procedure.

- J. **Fringe Benefits.** The Board shall provide, to the bargaining unit members, the following MESSA-PAK Plans A and B for a full twelve (12) month period (see Section O below) for the bargaining unit member and his/her entire family that fall within the two party and full family premium eligibility criteria established by MESSA.

**PLAN A: For those employees electing health insurance**

ABC Plan 1	\$1,350/\$2,700 in network deductible and \$2,700/\$5,400 out of network deductible (unless higher levels are required under I.R.S. Rules and Regulations); ABC Rx
Long Term Disability	66 2/3% 90 calendar days modified fill \$7,000 maximum Freeze on offsets Alcoholism/drug and Mental/nervous same as any other illness
Delta Dental	(80/80/80: \$1,200 annual max. on Class I, II, III); 80% \$1,000 lifetime max on ortho;
Negotiated Life	\$30,000 with AD&D
Vision	VSP-2 Silver

The Board's maximum monthly contribution toward all costs billed to the district for the medical plan options including costs from the consortium for full-time teachers will be one twelfth (1/12th) of the following:

Full Family	\$16,850.13
Two Party	\$13,268.93
Single	\$ 6,156.39

The deductible payments are the sole obligation of the teachers and the full amount for the calendar year will be deducted in equal monthly installments through payroll deductions as a condition of this master agreement. If a teacher elects not to have any funds withheld, to withhold less than the full amount or extra funds withheld within the parameters established by the Internal Revenue Service, the teacher will notify the Business Office in writing by November 1 each year.

Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

**PLAN B: For those employees not electing health insurance.**

Delta Dental	(80/80/80: \$1,000 annual max on Class I, II, III); 80% \$1,300 lifetime max on ortho;
Vision	VSP 2 Silver
Negotiated Life	\$35,000 with AD&D
Long Term Disability	Same as in Plan A above

Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

If the consortium later dissolves or the district exercises its rights to withdraw, the non-medical plans in both Plans A and B and the cash in lieu of medical plan enrollment will revert to the plans and benefit levels in the 2012-2013 master Agreement.

- K. Bargaining unit members will select either Plan A or Plan B. Bargaining unit members selecting Plan B shall be provided with the following amounts in cash under an IRS qualified Section 125 plan which may be retained as such or alternatively used to purchase plans available under Article 5(D) of this Agreement.

Number of Enrollees	
Less than 10	\$180.00
10 - 12	\$220.00
More than 12	\$260.00

1. The Section 125 plan will include a provision for voluntary salary reductions at the employee's option to assist with out-of-pocket premium contributions.
2. The District will maintain an IRS qualified flexible spending plan. The plan will include payroll withholdings for dependent care and qualified medical expenditures required of employees.

The cost of developing the plan and implementing the plans will be assumed by the District. In the event the District changes third party administrators in the future, the Association will be notified and will be provided with the opportunity for input.

- L. Employees covered by this Agreement shall fill out appropriate forms as indicated by the insurance carrier during the open enrollment period as set forth by the insurance carrier. Should the insurance carrier allow other than new employees to make application and receive coverage at a time other than the normal opening period, it will be allowed and the Board will assume the premium cost from the date of filing of application.
- M. The Board will be responsible for providing insurance information applications and claims materials as they are available from the insurance carrier. The Board shall not be responsible for an employee's failure to make proper application for him / herself or members of the family.
- N. Coverage is subject to the rules and regulations of the carrier.
- O. Contributions toward insurance benefits will be processed in accordance with the following provisions:
  - 1. Except as set forth in Subsection 1, benefit contributions shall commence the first day of the month after the first day worked for newly hired employees, those being recalled or who are returning from an unpaid leave where benefits are not required to be extended under the Family Medical and Leave Act. Where the first teacher work day of the year is after September 1, benefit contributions will begin September 1.
  - 2. For those employees who are laid off, who are retiring or are resigning after having completed the entire work year, benefits contributions will continue through the end of August.
  - 3. For those employees who are going on unpaid leave of absence where benefits were not continued under the Family Medical and Leave Act, for employees being laid off during the year, employees resigning and for employees retiring during the course of the work year, benefit contributions will continue through the end of the month in which the last day of work transpired.
  - 4. For those employees who are terminated, benefits will cease on the last day of the month in which the termination occurs.

---

## **ARTICLE 10 - PROFESSIONAL GRIEVANCE PROCEDURE**

---

- A. **Definition.** A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Any complaint alleging discrimination shall be pursued using the Board's discrimination policy and/or filing with the EEOC.
- B. **Principal's Level.**
  - 1. The grievant may invoke the formal grievance procedure on the form set forth in Appendix E, signed by the grievant and a representative of the Association Representative in each building.
  - 2. Within ten (10) school days of the occurrence or discovery of same alleged violation, a copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, it may be filed with the Superintendent or a representative designated by him/her.

3. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- C. **Superintendent's Level.** If the Association is not satisfied with the disposition of the grievance, or, if no disposition has been made within five (5) school days from the meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the Association 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.
- D. **Arbitration.** If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration in accordance with the following:
1. **Appeal to the Arbitrator.** The Jackson County Education Association will file a Demand to Arbitrate with the American Arbitration Association in writing within thirty (30) days of its intent to arbitrate the grievance; provided, however, the following shall not be appealed:
    - a. Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.
    - b. The failure to re-employ any teacher in an extra-curricular position.
  2. **Selection of the Arbitrator.** The matter shall be referred to the American Arbitration Association (AAA) for the selection of an impartial arbitrator in accordance with all applicable rules of the AAA.
  3. **Powers of the Arbitrator.** The award of the Arbitrator shall be final and binding, provided, however, such decision is within the scope of the Arbitrator's authority as described below:
    - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
    - b. The arbitrator shall not substitute his/her judgment for that of the parties.
    - c. The arbitrator shall not consider any new allegations or charges which have not been presented in pre-arbitration grievance steps.
    - d. The arbitrator's power shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied any of the terms of this Agreement.
    - e. Awards by the arbitrator will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event shall the award be made retroactive more than thirty (30) days prior to the date upon which the grievance is filed.
  4. **Arbitrator's Fees and Expenses.** The fees and expenses of the arbitrator shall be shared equally by both parties. The grievant and the East Jackson Education Association President or his/her designee shall not lose pay for time off the job while attending the arbitration proceedings.
- E. 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 15 of any year and adherence to the same time

limits may result in hardship nevertheless, the Superintendent shall process such grievance prior to the end of the school term.

- F. The grievant shall be present at each level of this procedure.
- G. If an individual teacher has a personal complaint which she/he desires to discuss with a supervisor, she/he is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association and opportunity for any adjustment of a grievance shall not be inconsistent with the terms of this Agreement in the administration of the grievance procedure. The interests of the teachers shall be the sole responsibility of the Association.

---

## **ARTICLE 11 - STUDENT DISCIPLINE AND TEACHER PROTECTION**

---

A. **Student Discipline.**

1. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the schools. The Board further recognizes its responsibility to make every reasonable effort to place problem children in special programs designed to meet their needs. 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 the necessary steps to relieve the teacher of responsibilities with respect to such pupil.
2. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall provide all reasonable legal assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

B. **Teacher Protection.** The Board will reimburse the teacher for loss, damage or destruction of clothing or personal property which is used for instruction, or auto collision, if the auto is being driven on approved school business provided that:

1. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs while the teacher is engaged in school business.
2. The loss is not a result of negligence on the part of the teacher.
3. The limitation in payment in each case is \$100 for clothing (no payment for hosiery), \$100 for auto collision losses, and \$100 for personal property.
4. Applications for payment must be made on forms provided by the Superintendent, affirming the validity of the claim and that the loss is not covered by the teacher's personal insurance.
5. All claims must be filed within ten (10) school days of date of occurrence or discovery of loss.

---

## **ARTICLE 12 - NEGOTIATION PROCEDURE**

---

- A. At least sixty (60) calendar days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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, the parties mutually pledge that their representatives will be clothed with necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations contingent upon Board approval.
- C. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary, limited to no more than four (4) teachers at any one time.

---

## **ARTICLE 13 - PROFESSIONAL EDUCATION CONFERENCES**

---

Upon application, permission may be granted for a teacher to attend professional educational conferences in his/her teaching field if approved by the Principal and Superintendent, or if requested to attend such meetings by the administration or Board of Education.

---

## **ARTICLE 14 - MENTOR TEACHER**

---

- A. For the first three (3) years of his or her employment in classroom teaching, a teacher will be assigned to a "master teacher(s)" who will serve as a mentor(s) to the new teacher. During this three (3) year period, the new teacher will also undergo professional development training including training in classroom management and instructional delivery.

During this three (3) year period, professional development training will be based on a professional plan and will include not less than fifteen (15) days of professional development, experiencing effective practices in university-linked professional development schools and regional seminars conducted by master teachers and other mentors.

The professional development plan will be consistent with the requirements in the Teacher Tenure Act regarding a teacher's probationary period observations, evaluations and individualized development plan.

- B. A mentor teacher shall be assigned in accordance with the following:
  - 1. The mentor teacher shall ordinarily be a tenured member of the bargaining unit.
  - 2. Participation as a mentor teacher shall be voluntary.
  - 3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification(s).
  - 4. Either the mentor teacher or the mentee may request a change in their mentor/mentee assignment at any time.

5. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential for evaluation purposes of the mentor teacher or the mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance related to evaluation involving the mentee nor shall the mentee be called as a witness in any grievance hearing involving the mentor teacher's evaluation.
6. Any time required by management for the mentor teacher outside the regular work day and work year shall be compensated at his/her per diem rate.

---

## **ARTICLE 15 - PUBLIC SCHOOL ACADEMIES**

---

- A. The district will provide notice to the Association regarding a public school academy application made to the district.
- B. Should the District consider the authorization of a public school academy charter or contract with any other K-12 district, ISD, community college or other body authorized to grant such contract, the employer agrees to bargain over the impact of such charter on this Agreement.

---

## **ARTICLE 16 - MISCELLANEOUS PROVISIONS**

---

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. 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 an individual contract hereinafter 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, for its duration, shall be controlling.
- C. The district shall confer with the Association prior to the consideration of any annexation or consolidation.
- D. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager.

---

## **ARTICLE 17 - BINDING EFFECTIVE AGREEMENT**

---

This Agreement shall be binding upon the parties hereto, their successors and assigns.



**ARTICLE 18 - DURATION OF AGREEMENT**

This Agreement shall be effective upon the later of ratification by the parties or July 1, 2018 and shall continue in full effect until 30<sup>th</sup> day of June 2019 with option for an appeal by both the Board and the Association to negotiate specific sections if approved by mutual agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

**For the Association:**

By: Melissa Anderson  
President  
Jackson County Education Association  
Date: 8/7/18

By: Bonnie Walker / Ryan M. Hill  
President  
East Jackson Education Association  
Date: 8/7/18

By: Marcy Hartung  
Uniserv Director  
Michigan Education Association  
Date: 8-7-18

**For the Board:**

By: Kenneth L. Straub  
President  
Board of Education  
Date: 8-28-18

By: Ken J. D.  
Superintendent  
East Jackson Community Schools  
Date: 8/27/18

---

---

**APPENDIX A - SALARY SCHEDULE**

---

---

2018-2019

(1.75% increase)

STEP	BA	MA	MA + 30
1	40251	42756	43021
2	41780	44425	45186
3	43731	46612	47241
4	45670	48795	51794
5	47611	50973	54115
6	49552	53157	56534
7	51498	55338	58743
8	53489	57690	61062
9	55620	60231	63383
10	57741	62613	65703
11	59965	65107	68028
12	62089	67495	70336

The parties reached mutual agreement in the negotiations of the 2012-2013, 2013-2014, 2016-2017 and 2017-2018 agreements to withhold the regular salary schedule step credit for all teachers. The regular salary schedule step credit for 2012-2013, 2013-2014, 2016-2017 and 2017-2018 will not be reinstated in the future absent mutual agreement between the parties.

**Longevity:**

After 15 years – 1.25%

After 20 years – 1.75%

After 25 years – 2.00%

Years of service is defined as years of service in the bargaining unit from the last date of hire. Periods of layoff and unpaid leaves (including worker's compensation after sick leave proration has expired under Article 8-A-4) will not count as years of service. Teachers who were term substitutes immediately prior to their appointment to a regular teaching position within the bargaining unit, shall be given longevity credit for that term substitute service. Longevity payments will be made along with the regular payroll.

---

**APPENDIX B - SUPPLEMENTARY PAY FOR EXTRA CURRICULAR  
ACTIVITIES**

---

1. Supplementary pay for extracurricular activities shall be based upon the appropriate salary step below. The Board will establish rates for non-bargaining unit members.

<u>Step</u>	<u>Salary</u>
1	35,832
2	37,192
3	38,930
4	40,656
5	42,384
6	44,112
7	45,844
8	47,616
9	51,402
10	53,382
11	55,272

There will be no step increases granted for Appendix B or C for the 2012-2013 contract year and the 2012-2013 steps will not be reinstated in the future absent mutual agreement between the parties.

If any area covered by Appendix C is removed from the master schedule, the district reserves the right to establish the position as a club (i.e. Jazz Band). The rate will be up to \$500 for the club and will be negotiated with the Association.

2. The appropriate step shall be determined on the basis of all paid activity experience in that particular assignment whether gained in the East Jackson School System or another system.
3. No distinction is made on the basis of whether that experience was as a head coach, assistant coach, junior high coach, etc.
4. If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Appendix B or C.
5. The inclusion of any activity above does not establish a position but only indicates the rate of pay for such a position if it is established by the Board.
6. The Appendix B and C contracts will be issued within twenty (20) business days of approval of the teacher for the position by the Board of Education.

7. The Head Coaches of middle school track, cross country and wrestling will receive a higher percentage that is based upon 6<sup>th</sup> grade participation in the sport as follows.

1-5	6 <sup>th</sup> grade students	1%
6-10	6 <sup>th</sup> grade students	2%

If there are more than 10 6<sup>th</sup> students in any of the above sports an assistant coach (or additional assistant coach in the instance of track) will be added.

---

## **APPENDIX B - EXTRA CURRICULAR COMPENSATION – ATHLETICS**

---

2018-2019

<u><b>Football</b></u>	<u><b>Percent</b></u>
Head Coach	12.5%
Varsity Assistant Coach	8.5%
Junior Varsity Coach	8.5%
Junior Varsity Assistant Coach	8.5%
Middle School Coach - 7th Grade	6.0%
Middle School Coach - 8th Grade	6.0%
Middle School Assistant Coach	5.0%
<u><b>Basketball</b></u>	<u><b>Percent</b></u>
Head Coach	12.5%
Junior Varsity Coach	10.5%
Freshman Coach	7.0%
8th Grade	6.0%
7th Grade	6.0%
Middle School Asst. Coach	4.0%
<u><b>Wrestling</b></u>	<u><b>Percent</b></u>
Head Varsity Coach	10.0%
Varsity Assistant Coach	8.5%
Middle School - 7th - 8th Grades	6.0%
Middle School Asst. Coach	4.0%
<u><b>Cross Country</b></u>	<u><b>Percent</b></u>
Head Coach	6.5%
Assistant Coach	4.0%
If One Co-ed team	8.0%
Middle School Coach	4.0%

<b><u>Track</u></b>	<b><u>Percent</u></b>
Head Coach Varsity	8.5%
If One Co-Ed Team	10.0%
Varsity Assistant Coach	7.0%
Middle School	7.0%
Middle School Assistant	4.0%

<b><u>Volleyball</u></b>	<b><u>Percent</u></b>
Varsity Coach	10.5%
Junior Varsity Coach	9.0%
Freshman Coach	7.0%
Middle School 7th - 8th	6.0%
Middle School Assistant	4.5%

<b><u>Baseball</u></b>	<b><u>Percent</u></b>
Head Coach	8.5%
Junior Varsity Coach	7.0%

<b><u>Softball</u></b>	<b><u>Percent</u></b>
Head Coach	8.5%
Junior Varsity Coach	7.0%

<b><u>Golf</u></b>	<b><u>Percent</u></b>
Varsity	6.0%
Junior Varsity Coach	4.25%

<b><u>Cheerleader Coaches</u></b>	<b><u>Fall %</u></b>	<b><u>Winter %</u></b>
Varsity	6.5%	
Junior Varsity	4.5%	
Middle School - 7 <sup>th</sup> grade	4.0%	4.0%
Middle School - 8 <sup>th</sup> grade	4.0%	4.0%
Middle School Asst.	2.0%	

<b><u>Competitive Cheer</u></b>	
Varsity	7.5%
Asst. and/or Jr. Varsity	4.0%

**Bowling****Fall %**

Head Coach	4.0%
If One Co-Ed Team	7.0%

**APPENDIX C - GENERAL AND EXTRA SERVICES**

2018-2019

**High School****Percent**

Instrumental Band Director	6.0%
Marching Band Director	5.0%
Marching Band Assistant Director	2.5%
Percussion Associate	2.0%
Flag Corp Associate Director	1.5%
Band Camp Director	1.5%
Band Camp Assistant Director	1.0%
Dance Corp.	\$450
Jazz Band Director	2.5%
Vocal Music Director	2.5%
Show Choir Director	3.0%
Technical Director	2.0%
Costumer	\$300
Vocal Productions Director	2.0%
Musical/Drama Director (Head)	3.5%
Musical/Drama (Asst.)	2.5%
Student Club Sponsorships (@ Principal's discretion)	1.5%
Newspaper	5.0%
Yearbook Advisor	5.0%
Student Council Advisor	5.0%
Class Sponsors - Senior	1.5%
Senior Asst. (project graduation)	2.5%
Junior	1.5%
Sophomore	1.0%
Freshman	1.0%
National Honor Society Sponsor	1.5%
SADD	1.0%
Robotics	4.0%
Department Chairs (7-12) (Number of chairs determined by Board)	\$500
Debate	\$394
International Club	\$500
Peer Listening	\$250
Quiz Bowl Advisor	\$380
Environmental Club	\$367
Science Olympiad	\$500

<b><u>Middle School</u></b>	<b><u>Percent</u></b>
Instrumental Band Director	4.0%
Marching Band Director	2.5%
Marching Band Assistant Director	1.5%
Vocal Music Director	2.0%
Student Council Advisor	3.5%
Student Club Sponsorships (@ Principal's discretion)	1.5%
Musical Director	\$760
Science Olympiad	\$500
Robotics	2.0%

<b><u>Elementary Schools</u></b>	<b><u>Percent</u></b>
Department Chairs (Number of chairs determined by Board)	\$300
Vocal Music Director	1.5%
Elementary Band Director	1.5%
Safety Patrol	1.5%
Outdoor Education	1.25%
Art Fair	\$300

<b><u>District-Wide</u></b>	
School Improvement Team Committee Members and/or Leadership and Design Elementary (Maximum 12) Secondary (Maximum 9)	\$300
Data Coach (One Per Building)	\$500
Summer School At-Risk	\$22.50

# APPENDIX D - EAST JACKSON COMMUNITY SCHOOLS CALENDAR 2018-2019

2018-19 East Jackson  
Approved School Calendar

M	T	W	TH	F	Pupil Days	Staff Days		M	T	W	TH	F	Pupil Days	Staff Days		
Aug-18								Feb-19								
		1	2	3	0	0						1	1	1		
6	7	8	9	10	0	0		4	5	6	7	8	5	5		
13	14	15	16	17	0	0		11	12	13	14o	15h	4	4		
20pOH	21pOH	22o	23	24	3	5		18h	19	20	21pt	22	4	4		
27	28	29	30	31h	4	4		25	26	27	28		4	4		
Sep-18								Mar-15								
					0	0						1	1	1		
3h	4	5	6	7	4	4		4	5	6	7	8	5	5		
10	11	12	13	14	5	5		11p	12	13	14	15	4	5		
17	18	19	20	21	5	5		18	19	20	21	22	5	5		
24	25	26	27	28	5	5		25	26	27	28	29h	4	4		
Oct-18								Apr-18								
1	2	3	4	5	5	5		1h	2h	3h	4h	5h	0	0		
8	9	10	11	12	5	5		8	9	10	11	12	5	5		
15p	16	17	18	19	4	5		15	16	17	18	19h	4	4		
22	23	24pt	25pt	26	5	5		22	23	24	25	26	5	5		
29	30	31			3	3		29	30				2	2		
Nov-18								May-19								
			1	2	2	2				1	2	3	3	3		
5	6	7	8	9	5	5		6	7	8	9	10	5	5		
12	13	14	15	16	5	5		13	14	15	16	17	5	5		
19	20	21h	22h	23h	2	2		20	21	22	23	24	5	5		
26	27	28	29	30	5	5		27h	28	29	30	31	4	4		
Dec-18								Jun-19								
					0	0							0	0		
3	4	5	6	7	5	5		3	4	5	6	1/2ar	5	5		
10	11	12	13	14	5	5		11	12	13	14	15	0	0		
17	18	19	20	1/2ar	5	5		18	19	20	21	22	0	0		
24h	25h	26h	27h	28h	0	0		25	26	27	28	29	0	0		
31h					0	0										
Jan-19								Jul-19								
	1h	2h	3h	4h	0	0		1	2	3	4h	5	0	0		
7	8	9	10	11	5	5		8	9	10	11	12	0	0		
14	15	16	17	18	4	5		15	16	17	18	19	0	0		
21p	22	23	24	25	5	5		21	22	23	24	25	0	0		
28	29	30	31		4	4		29	30	31			0	0		
<b>Total Days for Aug thru Jan</b>					<b>100</b>	<b>104</b>		<b>Total Days Feb thru July</b>					<b>80</b>	<b>81</b>		
<b>Total Days for the Year</b>													<b>180</b>	<b>185</b>		

School days - students + staff

h= Holidays for students and staff

p = Staff prof dvpt/no students

o = 1/2 day for students and staff

pt= Half day for P-T Conferences

1/2ar = 1/2 day students and 1/2 day records

pOH =Staff PD + Open house scheduled by building

First semester = 82 student days

Second semester = 98 students days to accommodate inclement weather & spring testing



On records days, secondary records are due electronically by 11:59 p.m. Elementary grades are due electronically by 8:30 am. the Monday after the December holiday break. Elementary grades are due at the end of the year on the Monday prior to the last day of student instruction. Records can be completed off site. Any exceptions to the above schedule will require the approval of the Superintendent.

CA-60's are due during the year within three teacher work days after the end of the first semester and before the end of the last teacher work day at the end of the year.

On partial days (i.e. indicated as half days) of student instruction, students will be dismissed a maximum of 4.5 hours after the start of the student instructional day.

For purposes of the 2018-2019 contract year, there is only one day of elementary parent teacher conferences in the spring. This reduction in elementary conference time is subject to the following conditions.

Elementary teachers are responsible for scheduling a conference within three (3) calendar days of the spring conference for parents that can not attend the conference on the scheduled day. There will be no additional compensation for conducting these conferences.

For purposes of the status quo under PERA, the 2019-2020 calendar will contain the same number of spring parent teacher days at the elementary level as the 2017-2018 contract year unless the parties agree to continue the 2018-2019 schedule.

Unless the day does not need to be made up under section 101(4) of the state aid act, on a day where there is insufficient student attendance to allow the district to count a day as a day of instruction, the day will be rescheduled at no added salary cost to the district.

---

**APPENDIX E - GRIEVANCE REPORT FORM**

---

**East Jackson Community Schools**

<b>Teacher's Name:</b>	<b>Date of Violation:</b>
<b>School:</b>	<b>Date of Grievance:</b>

<b>Nature of Grievance (State Article and Section Allegedly Violated:</b>

<b>Settlement Desired:</b>

<b>Signature of Teacher:</b>	<b>Signature of Building Rep./Grievance Chair:</b>
<b>Date Signed:</b>	<b>Date Signed:</b>

---

<b>Principal's Disposition:</b>

<b>Signature of Principal:</b>	<b>Date Signed:</b>
--------------------------------	---------------------

---

<b>Teacher's Response to Principal:</b>

<b>Signature of Teacher:</b>	<b>Date Signed:</b>
------------------------------	---------------------



<b>Superintendent's Disposition:</b>

<b>Signature of Superintendent:</b>	<b>Date Signed:</b>
-------------------------------------	---------------------

---

**APPENDIX F – LETTERS OF AGREEMENT**

---

**LETTER OF AGREEMENT  
BETWEEN THE  
EAST JACKSON COMMUNITY SCHOOLS BOARD OF EDUCATION  
AND THE  
JACKSON COUNTY EDUCATION ASSOCIATION**

During the term of the 2006-2009 Master Agreement, the Contract contained a clause under which certain bargaining unit members could be above Step 11 of the Appendix B and C schedule.

During the negotiations of the 2009-2012 agreement, the parties have agreed to eliminate that provision and to implement the following for those unit members above Step 11 during the 2010-2011 fiscal year.

The individuals identified below will continue to be paid at Step 11 plus the additional amount above Step 11 for as long as they continuously hold the specified position title or are involved in the same sport (see Appendix B-2 and 3).

**Appendix B—Athletics**

Name	Position Title	Amount Above Step 11
Hill, Ray	HS Golf Boys Varsity	\$132.65
Hill, Ray	HS Golf Girls Varsity	\$132.65

**Appendix C—General and Extra Services**

Name	Position Title	Amount Above Step 11
Niedzwiecki, Janene	HS Musical/Drama Head Dir	\$ 96.73
Hill, Ray	HS Newspaper	\$110.54
Miller, Warren	HS Show Choir Dir.	\$ 49.74
Miller, Warren	HS Vocal Music Dir	\$ 69.09

If any of the above individuals is holding another Appendix B or C position(s) and was not being paid above Step 11 for that position(s) during the 2010-2011 fiscal year, the regular eleven (11) step schedule will apply.

**For the Board:**

**For the Association:**

\_\_\_\_\_  
Board President

\_\_\_\_\_  
MEA UniServ Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_