

MASTER AGREEMENT

Between

JACKSON PUBLIC SCHOOLS

And

**JACKSON EDUCATION
ASSOCIATION**

2013-2016

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PROFESSIONAL NEGOTIATIONS AGREEMENT
between
THE JACKSON PUBLIC SCHOOLS
of Jackson County, Michigan
And
THE JACKSON EDUCATION ASSOCIATION

The Agreement is entered into this 23rd day of June, 2014, by and between the Jackson Public Schools, Jackson County, Michigan, hereinafter called the "Board," or the "District," and the Jackson Education Association, a voluntary, Michigan Corporation, hereinafter called the "Association," or "JEA," affiliated with the Michigan Education Association, hereinafter called the "MEA," the National Education Association, hereinafter called the "NEA," and the Jackson County Education Association, hereinafter called "JCEA." The signatories shall be the sole parties to this Agreement.

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Jackson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board functions within the powers and duties delegated by state law and is solely responsible for the adoption of policy, and

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section Eleven (11) of the Act 379, Public Acts of 1965, for all professional, certificated, and/or licensed personnel, including personnel on tenure, probation, classroom teachers, adult education teachers, driver education, counselors, librarians, school psychologist and social workers, speech, teachers of the homebound or hospitalized, health and human services coordinator and substitute teachers who were employed in one (1) specific teaching position for more than sixty (60) days during the previous school year or during the current school year, employed or to be employed by the Board, whether or not assigned to a public school building. Such representation shall include all personnel assigned to newly created professional positions. Such representation shall exclude substitutes who were not employed for at least sixty (60) days of service in one (1) specific teaching position during the previous school year or during the current school year and administrative and supervisory employees, as defined in Section Eleven (11) of Act 379, Public Acts of 1965. Such representation shall include all personnel who work fifty percent (50%) or more of their time in teaching as defined above.

- B. The term “teacher” when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The Board will identify whether a new position is in the bargaining unit and, if so, the bargaining unit to which the position is assigned.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association with respect to teachers covered by this Agreement for the duration of this Agreement.

ARTICLE II – ASSOCIATION RIGHTS

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all applicable laws and statutes pertaining to teachers’ rights and responsibilities.
- B. The Association and its members shall have the exclusive right to use school facilities for meetings upon approval of the building administrator of the buildings to be used as long as such meetings do not interfere with the regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools or designee with requests in writing in advance and subject to the following limitation plus regular scheduling procedures.

When such weekend or evening use results in added costs to the District, such costs will be billed to and paid by the Association.
- C. Exclusive bulletin board space in each building, conveniently located and other established media of communication, including all current technology and e-mail pursuant to Board policy, shall be made available to the Association and its members. School messenger service shall include the Association office as one of its regularly scheduled pickup and delivery points.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines, data processing equipment used in teaching aids, and all materials and supplies incident to such use.
- E. During each school year, the Association shall be allowed one hundred (100) released teacher work days for Association business, such as: a) meetings of JEA governance or various governance functions of organizations with which the Association is affiliated, b) teacher training workshops, conferences, or seminars, or c) to represent employee groups in bargaining or grievance processing on behalf of affiliated organizations in the school district. None of such days may be used for direct, demonstrative support in labor disputes. After the Board has hired substitute teachers for forty (40) work days as a result of JEA members’ release from their work day under this provision, the Association shall reimburse the District the cost of the substitute for all further released days.

The Association shall notify the Board in writing two (2) days in advance, except in case of emergency, of teacher absences for Association business.

It is the right of the Association to configure the 100 Association business days in any sequence, fraction of a day or number to conduct the business of the Association and the district. The use and application of these days shall not need approval by the District. The Association shall give notice by June 1st to the Superintendent if the daily teaching schedule of an Association officer shall be modified to accommodate the application of these Association days. Participation in priority school plan shall be deemed school business and not charged against Association duty days.

- F. To demonstrate the Board's support of the democratic process and its interest in better education the Board agrees to provide:
1. Five (5) days per school year leave with pay to those individuals who are duly elected local, political office holders such as city commissioners or members of the county board of commissioners. The teacher will pay the cost of the substitute.
 2. Three (3) days per school year leave with pay for those teachers who are duly elected office holders in state and national professional, educational organizations, and an additional two (2) days, the teacher paying the cost of the substitute, if needed.
- G. The Board agrees to make available to the Association in response to written requests from time to time, available information which the Association requires, to administer this Agreement and to formulate contract proposals.
- H. If a JEA member becomes President of JCEA, such teacher shall be released upon request of JCEA. JCEA will reimburse the Board for the full cost of the salary and fringe benefits equal to the portion of the teacher's day from which the teacher is released.
- I. The Association shall be duly advised by the Board of proposed changes in millage and bond programs affecting the District and the Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- J. 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 duties.
- K. Neither party shall unlawfully discriminate against any employee because of the employee's race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, non-job interfering disability or arrest record.
- L. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction or counseling. Such representative shall notify the school office personnel of his/her presence in the building.
- M. The Board will provide adequate facilities for all buildings in the school district. Such facilities will include, at a minimum, adequate provisions for lunchroom, building identification, restroom, lavatory, lounge, and paved designated, off-street parking facilities exclusively for teacher use and intercom systems in all secondary buildings.
- N. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws, General Laws of the State of Michigan and the United States as well as the Constitution of the State of Michigan and the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE III – RIGHTS OF THE BOARD

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws

and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

- A. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions, and to promote, transfer, and assign all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

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 Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV – MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- B. The Board shall also make payroll deduction upon written authorization from teachers for deductions as listed in Appendix D.
- C. The Association shall indemnify and hold the Board harmless against any and all claims or liabilities, including unemployment compensation, court costs and attorney fees that arise out of the Employer's compliance with the provisions of this Article.

ARTICLE V – TEACHING HOURS AND CLASS LOAD

- A. The beginning and end of a teacher's school day shall be the same as the student day except as provided in the school calendar.
- B.
 - 1. The weekly load in the junior/middle and senior high schools will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation or conference periods and a homeroom. Alternatively, the weekly load in the junior/middle school will not exceed twenty-five (25) teaching periods, five (5) team planning periods, five (5) unassigned

preparation and conference periods and a home room. Total required pupil contact will not exceed twenty-five (25) hours per week. Special interest classes, which meet on regular school hours, no more than once a week, will be exempt from the maximum number of pupil contacts.

2. The purpose of an unassigned preparation and conference period is for the teacher to meet with or contact parents or students and attend to other responsibilities pertinent to the teacher's assignment. Preparation/conference time may not be used for personal activities without administrative approval.
 3. A plan for between class supervision by teachers will be developed by the building administrator and the school building committee.
 4. The junior/middle school teaching staff (bargaining unit members) may by seventy-five percent (75%) or more positive vote, elect to schedule a seven (7) period day, modular schedule or other arrangement of their design or choosing. This decision will be reviewed annually by the staff. If the staff determines to follow such a revised scheduling plan, total pupil contact time per week shall not exceed twenty-five (25) hours and the number of pupil contacts shall not exceed those set forth in Article VI, A 2 and 3 on a weekly basis (daily limit x 5).
 5. Pupil contact will include only teaching periods and homeroom. However, assignment to a supervised study hall and/or other assigned non-teaching duties, shall be considered a teaching period for the purposes of this Article.
 6. The weekly teaching load in elementary school will not exceed twenty-eight (28) hours and twenty-five (25) minutes of pupil contact per week. In addition, elementary teachers may use for preparation and conference all time during which their classes are receiving instruction from various certified teaching specialists.
 7. All elementary (K-6) teachers shall be guaranteed an average of two hundred (200) minutes per week of unassigned, released preparation time during which their students are receiving instruction from other specialized certified teachers. Averaging of this time shall not be for longer than a period of two (2) weeks. The curriculum content of the specials will be determined jointly by the respective School Improvement Teams, the Superintendent, and the Deputy Superintendent for Student Programming.
 8. Released time necessary for supplemental assignments in the Jackson Public Schools must be compensated with an equal amount of time by the teacher within the building of his/her regular assignment for that day.
- C. All teachers will have a duty-free, uninterrupted lunch period of equivalent length to that of their pupils but in no case shall such lunch period be less than twenty-five (25) minutes nor more than fifty-five (55) minutes.
- D. Teachers hired before August 26, 2009, whose assignments are not defined by Article V.B., such as counselors, teacher consultants, speech therapists, psychologists, instructional specialists, school social workers and school nurses, shall be scheduled by their supervisors. Their working hours shall not exceed the equivalent of those specified in Article V.B.

Such non-classroom teachers hired after August 26, 2009, shall also be scheduled by their supervisors. Their working hours shall not exceed seven and one-half (7 1/2) hours including a thirty (30) minute lunch

and they shall have the same start time as other teaching staff. Such teachers shall not have a scheduled preparation or conference period.

Non-classroom teachers may apply for supervisor approval of a flex schedule in order for them to bid on extra duty assignments or for other reasons. Such approval will not be unreasonably withheld.

- E. Elementary teachers will be provided a fifteen (15) minute relief period, both morning and afternoon, each day. In no case will a teacher be required to perform recess duty. It is understood between the parties that individual elementary building staffs may determine to alter the relief/recess schedules consistent with building needs; however, in no case shall the relief/recess periods total less than one-half (1/2) hour per day. Each building, however, may choose to have recess, in which case, a teacher may voluntarily choose to do recess.
- F. The Board and the Association agree that professional supervisory responsibilities (i.e., chaperoning, sports events, clubs) in the school buildings and at school functions shall be shared among the teachers on a voluntary basis. Rates of pay shall be equitably established by the administration on a consistent basis for all secondary schools. Pay shall be made to the teacher no later than the next payroll date.
- G. Attendance at necessary staff, departmental, or grade level meetings which are held outside the regular school day shall be categorized as follows and shall be subject to the following stipulations:
 - 1. The building administrator shall call necessary regular building staff, departmental, or grade level meetings. Notification of such meetings shall be given at least forty-eight (48) hours in advance unless there are unusual circumstances. Teacher attendance shall be required unless excused by the building administrator or supervisor. Such meetings shall not exceed fourteen (14) meetings per school year and not more than two (2) meetings per month, shall not last more than one (1) hour, and shall be held immediately before or after the regular school day.
 - 2. Special staff meetings may be called for special purposes when the agenda, time, and duration (no more than two [2] hours) are previously agreed upon by the building administrator and school building committee. Attendance by teachers shall be required unless excused by the building administrator or supervisor. When such meetings are held in the evening (after 5 o'clock), it is understood that teachers may have legitimate previous commitments which may preclude attendance. In such personal schedule conflict situations, teachers who must be absent will inform the building administrator or supervisor as soon as possible of the reason for his/her absence.
 - 3. **Open House Functions**
 - a. Evening open house/conference functions shall be limited in number to three (3) events per school year at the elementary level and two (2) such events per school year at the secondary level.
 - b. Each School Building Committee will determine the format for each function.
 - c. Staff participation at these functions shall be voluntary except for one (1) open house function, which shall be required.
 - d. One-half (1/2) day of compensatory time will be provided to participants at evening school functions.

- e. Those teachers who do not participate in these functions will work the normal work day hours on the day participants receive their compensatory time.
 - f. Any additional open house/conference, beyond the one required function, will be sponsored and promoted as a joint JEA and JPS event.
- H. When master schedules for teaching specialists are constructed before school, it shall be done so that as few conflicts as possible occur between teaching schedules of specialists and parent-teacher conferences. Whenever possible, in-service days will be alternated so that the same pupils and teacher will not miss their use of teaching specialists during these days (i.e., using every day of the week).
- I. Split kindergarten classes will be eliminated where possible but, when such occur, teacher aide time will be provided to the kindergarten teacher so assigned in the amount of five (5) hours per week per such split teacher assignment.
- J. If possible, the Board will establish the starting time of all students' day before 9:00 a.m. There shall be no establishment of uniform elementary school starting times throughout the District. The building administrator of each elementary school shall have the authority to revise the starting time of his/her school to an earlier time provided that such revision is practical when considered in light of the actual arrival time of students assigned to that school.
- K. Recognizing that quality in-service programs are conducive to more effective education and are a valuable aspect of the on-going educational program, the Board and the Association agree to plan and execute no fewer than the equivalent of three (3) full in-service days each school year. District-wide in-service days shall be identified on the school calendar prior to the opening of school. In-service shall be directly related to the building school improvement and District plans. The Board and the Association may mutually agree to cancel the District-wide in-service.

Both parties shall share the cost.

ARTICLE VI – PRIORITY SCHOOLS

A. Selection of School intervention Model and Priority School Committee Membership.

1. Within fourteen (14) days of receiving notice that a school within the District has been identified as a Priority School, a Priority School Committee shall be formed. The Priority School Committee shall consist of the School Improvement Team, a member of the Association from outside the building to be selected by the JEA executive board, an administrator from outside the building to be selected by the Board, a member of the Jackson Public School's Board, the state appointed Intervention Specialist, at least two (2) parents of students attending the school, and any other individuals approved/appointed by the Board. Association members may be required to participate in the Priority School Committee in the event that the Board believes the Association membership is not adequately represented on the Priority School Committee.
2. The Board may add members to the Priority School Committee at any time if it feels that the individual(s) skill set would be helpful to the process of designing/implementing the reform/redesign plan.

3. The Priority School Committee shall immediately gather and review data to weigh against the various school intervention models identified by the U.S. Department of Education, being those identified in MCL 380.1280c(2). Within sixty (60) days of the school being identified as a Priority School, the Priority School Committee shall submit a report to the Board discussing the positives and negatives of the various school intervention models. Within the Report, the Priority School Committee shall make a recommendation regarding the school intervention model(s) it feels will best serve the students of that school. A Board meeting regarding the Report shall be held with an opportunity for public comment and discussion. A copy of the Report and Notice of the Board meeting shall be sent to the parents of each child in the Priority School and posted on the District's website.
4. Within ninety (90) days of the school being identified as a Priority School, the Board, after receiving input from the Priority School Committee, shall select one of the school intervention models identified within by the U.S. Department of Education, being those identified in MCL 380.1280c(2).

B. Development, Approval and Submittal of the Reform Plan.

1. Within two hundred seventy (270) days of the school being identified as a Priority School, the Priority School Committee shall develop a reform/redesign plan for the school consistent with the school intervention model selected by the Board.
2. The goal of the reform/redesign plan shall be rapid turnaround in student outcomes and achievement. In developing the reform/redesign plan, the Priority School Committee shall conduct research and data analysis to identify major changes in teaching and learning practice capable of moving achievement levels among the lowest performing students in the school. The Priority School Committee shall provide the Board with monthly progress reports relative to the reform/redesign plan and shall immediately address issue/concerns raised by the Board during those progress reports. The monthly progress reports shall be delivered at a public Board meeting with an opportunity for public comment and discussion. A copy of any monthly progress report prepared by the Priority School Committee and Notice of the Board meeting shall be sent to the parents of each child in the Priority School and posted on the District's website.
3. The Board shall have the sole right to approve the reform/redesign plan to be submitted to the State Department of education. The reform/redesign plan shall be submitted to the State Department of Education within the first year of a school being identified as a Priority School.

C. Working Conditions.

1. Any Articles, Sections or other work rules contained in this Agreement, that are identified by the Board as impediments to implementing the reform/redesign plan approved by the Board, shall not apply at the school. An example of these may include, but are not limited to, amount of learning time for core subjects, amount of student instruction minutes/hours per day, week, or year, or number of student instruction days per year.
2. The Association and the District agree that increased learning time is likely to be a necessary component of any reform/redesign plan approved by the Board. Increasing learning time means using a longer school day, week, or year schedule, to significantly increase the total number of school hours to include additional time for: (a) instruction of core academic subjects, including English, reading or language arts, mathematics, science, foreign language, civic and government, economics, arts, history and geography; (b) instruction of other subjects and enrichment activities that contribute to well-rounded education, such as physical education and work based learning opportunities; and (c) teachers

to collaborate, plan, and engage in professional development within and across grades and subjects. Consistent with this understanding/agreement, teachers within the school shall be required to work the number of hours/days necessary to allow the District to be in conformance with the reform/design plan approved by the board.

3. Instruction and/or learning time at the school shall not be extended by more than 300 hours during any school year, without the consent of the Association.
4. To the extent permitted, at least 5% of the learning time added to the school's academic year pursuant to any reform/redesign plan shall consist of teacher collaboration/planning time.
5. To the extent permitted, the District will provide a minimum of 4 hours of embedded professional development per month during the academic school year.
6. Teachers, including but not limited to part-time teachers, assigned to the school during the existence of the approved reform/redesign plan shall be responsible for attendance at all staff meeting and professional development meetings, unless excused in advance by their building administrators.

D. Compensation.

For the duration of this contract, the Association and the District understand that compliance with the Priority Schools legislation is a responsibility shared by the Association and the District. The teachers agree to work the additional learning time required and satisfy any other job requirements imposed as a consequence of the reform/redesign plan approved by the Board, without receiving additional compensation of any kind.

Section D will apply to all priority building existing or new during the life of this contract. Should any current priority plan exceed their instructional day, both parties agree to reopen this section. No new priority plan will exceed the current longest day.

E. Compensated Professional Development.

The District, in collaboration with the priority school buildings, will make professional development available to teachers at all priority schools on a monthly basis outside normal school hours. Teachers who attend the District sponsored professional development will be compensated at a rate of \$35.00 per hour. Teachers who elect not to attend the professional development will not be compensated. The District will not reschedule the professional development or accept substituted professional development. Compensation for this professional development will be paid bi-annually in the last pay period in December and the last pay period in June. This professional development shall be in addition to the professional development provided for within Section C (5) above.

ARTICLE VII – TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is 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 and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall be lowered to meet the following standards:

1. **Class Size – Elementary (Pre-K – 6).**

- a. Enrollment in preschool classes shall not exceed the State of Michigan guidelines.
- b. K: A maximum of 25.
- c. 1 and 2: A maximum of 25.
- d. 3: A maximum of 29 in 2011-12. Beginning in 2012-13, a maximum of 26.
- e. 4, 5 and 6: A maximum of 29.
- f. Class size limits in classrooms with elementary students of more than one (1) grade level shall be the smaller of those class sizes outlined in “a” through “e” above, except split classes with first or second graders shall have a maximum class size of twenty-four (24).
- g. Enrollments in early elementary special education classrooms for the mentally impaired shall not exceed state guidelines.
- h. Enrollments in elementary Special Education (classrooms or workloads) shall not exceed the guidelines of the State of Michigan (including any waiver, but without regard to any annual deviations) except enrollments in the learning disabled program shall be subject to the following:
 - i. To determine the number of learning disabled classrooms in a year following a year when the State of Michigan guidelines are exceeded, the number of students at the end of the previous year will be divided by thirteen (13) and rounded to the next whole number.
 - ii. Additional enrollments in the learning disabled program beyond the guidelines shall not exceed ten percent (10%) of the number of learning disabled classrooms times the guidelines excluding deviations.
 - iii. To the extent practicable, overages beyond the guidelines will be equally distributed among the classrooms/workloads.
- i. If a general education elementary (K-6) classroom is one (1) student below the maximum, if all other classrooms at the same grade level are at or one (1) below the maximum, the class size maximum may be exceeded by one (1) student to accommodate the special education student. When this occurs, the overload language of Section E below applies.

2. **Class Size – Junior High / Middle School (7th and 8th Grades).**

- a. English, Math, Social Studies, Foreign Language, Drafting, Science and Biology: 155 students maximum per day.
*For the duration of this contract the following shall apply. All Core Classes will be capped at 28 students per class. Any class section that has one or more additional student shall be remedied in the collective bargaining agreement (Temporary Overloads). This LOA regarding Core Classes voids the second sentence of Article VI Letter K. “In no event will the number of students per class exceed the student maximum per day (see Article VI-A,

2-3) The total number of students taught per teacher in a Core Academic area (English, Math, Social Studies, Foreign Language, Art, Science and Biology) shall be 168 per day.

- b. Keyboarding: 180 students maximum per day.
- c. Music: 230 students maximum per day.
- d. Physical Education: 230 students maximum per day.
- e. Industrial Arts: 135 students maximum per day.
- f. Remedial Reading: 75 students maximum per day.
- g. Art: 135 students maximum per day
- h. Special Education: 75 pupil hours maximum per day.
- i. Life Skills: 135 students maximum per day.
- j. Homeroom: 36 students maximum per day.

3. **Class Size – Senior High (9th, 10th, 11th and 12th Grades).**

- a. Math, Social Studies, Foreign Language, Drafting, Science and Biology: 160 students maximum per day.
- b. Art: 135 students maximum per day.
- c. Life Skills: 135 students maximum per day.
- d. Special Education: 75 pupil hours maximum per day.
- e. Physical Education: 230 students maximum per day.
- f. Homeroom: 36 students maximum per day.
- g. Industrial Arts: 135 students maximum per day.
- h. Music: 230 students maximum per day.
- i. Keyboarding: 180 students maximum per day.
- j. Advanced Writing courses (i.e. advanced composition, research seminar, etc.): 125 students maximum per day.
- k. English Levels 1-2: a maximum of 115 students per day and no more than 24 students per hour.
- l. English Levels 3-4: a maximum of 28 students per class. (The number for English 3-4 is not subject to the conditions of Article VI-D below.)

4. A teaching station includes that area which safely allows a student to perform, with the necessary machines, materials, etc., the work required.

The number of teaching stations in a classroom in which hazardous equipment and materials, including fire and chemicals, are used and, a student's health and safety might be in jeopardy, shall be determined by the building administrator and the instructor of each room involved.

- B. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, but shall be with the consent of the teacher and the association.
- C. No counselor will be assigned duties outside of counseling. The intent of the parties is that counselors shall be subject to the same kinds of "non-continuing" duty (see Article V-B) as all other members of the bargaining unit covered by this Contract.
- D. Libraries will be open for student use during all days of the regular school year.
- E. **Secondary Class Size** – Students will be equitably distributed among the various classes to which a secondary teacher is assigned. In no event will the number of students per class exceed the student

maximum per day (see Article VI-A, 2-3) divided by five (5) plus ten percent (10%). Homeroom, special education and music will continue to be governed by the total student maximums only.

F. Temporary Overloads – The District may exceed the class size maximums subject to the following

1. To the extent practical, elementary and secondary class size overloads shall be evenly distributed among the teachers who are willing to accept the excess students.
2. No class shall exceed the limit without the teacher's approval and no class shall exceed the limit after the first four (4) weeks of school without the Association's approval. An overload in a special education class shall be considered approved by the Association to the extent of any annual deviation approved by the Michigan Department of Education.
3. After the first four (4) weeks of school, no elementary class shall exceed the limit by more than two (2) students.
4. Teachers shall be eligible for overload pay beginning with the sixth (6th) day of pupil attendance. Thereafter, elementary teachers shall receive twenty-five dollars (\$25.00) per day for each excess student and secondary teachers and elementary traveling teachers shall receive five dollars (\$5.00) per day per class for each excess student provided, however, that in no event shall overload compensation exceed twenty percent (20%) of the teacher's annual base salary.
5. For purposes of this provision, the class size maximum of a special education class shall be the greater of (a) any class size waiver granted by the Michigan Department of Education, or (b) the class size limit specified in this Agreement without regard to any annual deviation from the State of Michigan guidelines granted or approved by the Department of Education. Special Education teachers with class size overloads shall receive overload pay as set forth above in subparagraph 4.

G. Class Size Relief Program.

1. For each school year of this Contract, the Board will provide twelve thousand five hundred dollars (\$12,500) for the secondary level, and twenty-five thousand dollars (\$25,000) for grades K-6 for class size relief subject to approval by the Professional Council.
2. Teachers shall fill out an Excessive Class Size Relief Application during the fourth (4th) full week of each semester and submit it to the Building Committee.
3. The Building Committee shall meet and prioritize the application prior to the end of the fifth (5th) full week of each semester.
4. Central Class Size Committee will comprise the present Class Size Committee.
5. The Building Committee shall have the applications to the Central Class Size Committee prior to the end of the sixth (6th) full week of each semester. None will be accepted after the Committee meets.
6. Central Class Size Committee shall approve the applications as soon as possible, but no later than the end of the seventh (7th) full week of each semester.
7. The Central Class Size Committee will also examine emergency applications the first (1st) week of interviewing grading periods.

8. It shall be the responsibility of the teacher to include in the application the type of relief desired and its cost.
9. Relief can be in the form of additional teaching materials, teacher aide time, scheduling adjustment, or substitute time.

H. **Elementary Teaching Specialists Working Conditions.** In addition to other relevant portions of this Agreement, the following provisions will apply to elementary teaching specialists (Art, Library, Music and Physical Education).

1. Elementary teaching specialists will meet annually with the Superintendent or his/her designee and the building administrators to establish satisfactory scheduling of their classes. This meeting will take place no later than the first (1st) week of school of each school year.
2. On days during which an elementary specialist is required by his/her schedule to travel between schools, one (1) less class will be scheduled. This travel time shall be thirty (30) minutes per building change.
3. A specialist's schedule of classes will begin no earlier than ten (10) minutes following the start of school and will end five (5) minutes prior to the end of the school day. Specialist's classes will be scheduled so that they begin no earlier than five (5) minutes after a scheduled recess for students involved or end no later than five (5) minutes before a scheduled recess for students involved.
4. There shall be no more than one (1) elementary class scheduled for art, library, music, physical education, or other scheduled elementary specials during a single period except as follows:
 - a. Two or more special education classes may be scheduled for a single period as long as the total number of students does not exceed twelve (12).
 - b. Special education classes/students may be mainstreamed with a regular education class, subject to the limitation in paragraph 6 below.
 - c. For a. and b. above, the classroom Teacher Assistant or Para-pro, if any, will assist the Teaching Specialist during this time.
 - d. Two or more classes may be combined in a single period with the mutual consent of the Association and the Administration.
5. There shall be a minimum of five (5) minutes between each period of scheduled specialist instruction.
6. The elementary class size maximum set forth in "A" above may be exceeded by two (2) when an elementary classroom is with a teaching specialist.

I. **Mainstreaming.**

1. All students identified as eligible for special education services by an Individualized Education Planning Committee (IEPC) and integrated into a regular classroom shall receive the services as recommended by the IEPC.

2. Within each elementary or secondary building, special education students, other than learning disabled, assigned to the same grade level or course, shall be distributed among the grade level classes or course sections, as the case may be, so that the number of special education students assigned to any one (1) grade level class or course section shall not exceed by more than one (1) the number of special education students assigned to any other class or section of the same grade level or course. Learning disabled students will be distributed equally throughout the District, to the maximum extent possible.

Notwithstanding the above, special education students may be distributed so as to provide for “co-teaching” or any other similar approach to student instruction.

3. No student shall be removed from a classroom to meet class size limits as the result of a new identification of a special education student within that classroom after the opening day of school. However, when in such instance the classroom exceeds the allowable maximum size, no students will be added to the classroom nor shall students leaving the classroom be replaced until the classroom count is below the allowable maximum.
4. In those buildings where there are special education classes, a number of regular classroom student spaces will be reserved in anticipation of mainstream needs. At the elementary level, this number shall not exceed the number of identified special education students mainstreamed in that building as of May 1, of the preceding school year. At the secondary level, this number shall not exceed the number of identified special education students mainstreamed in the building as of December 15, for second semester courses and/or May 1, for first semester or full-year courses of the next year. A listing of the reserved spaces shall be communicated to the JEA President at the end of the semester.
5. Teachers may appeal the placement decisions of planning committees after at least a one (1) week trial period. Such appeals will result in the reconvening of the Planning Committee and a reconsideration of placement recommendations.
6. In case of appeal to either body (the IEPC or Class Size Committee) the situation will be reviewed and a decision rendered by the body to which the appeal is made within ten (10) school days of receipt of the appeal, unless such time limit is extended or waived by the appealing teacher.
7. **Co-Teaching Instruction between Regular and Special Education.**

In general: “Co-teaching” is having a special education teacher go into a regular education classroom on a regularly scheduled basis to instruct or share in teaching duties, for an average of one (1) hour per school day.

Teacher participation in co-teaching is voluntary.

- a. The opportunity to participate in a co-teaching arrangement shall be posted in the building for five (5) days.
- b. The posting will include the grade and/or subject, name of the special education teacher, and the number of special education-regular co-teaching positions in the building.
- c. Regular education teachers interested in co-teaching with a special education teacher should apply, in writing, to the building principal, within the posted dates.

- d. The principal will identify the chosen applicant and pair that applicant with the special education teacher.
 - e. These two (2) teachers will then make a good faith effort to reach agreement on the terms of the co-teaching partnership within five (5) days.
 - f. If the teachers are unable to reach agreement, the co-teaching opportunity will then be offered to another applicant. This teacher will then have the opportunity to establish a partnership with the special education teacher.
 - g. Partnership's duration shall be for one (1) year. A copy of the partnership agreement will be provided to the JEA, the principal, and the special education director. The voluntary partnership may be extended on an annual basis.
 - h. The number of special education students in a regular education classroom shall not exceed Michigan Department of Education's guidelines for resource rooms of similar students.
- J. The parties shall confer from time to time for the purpose of improving the selection and use of all educational tools, and the Board shall promptly implement all written agreements thereon made by its representative and the Association. Equipment and supplies will be delivered to the teachers within fourteen (14) calendar days of the time the teacher sends the requisition, if such supplies and equipment are items in stock. Notice of denial of requisition or notice of order will be sent to the teacher within fourteen (14) calendar days.
- K. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the District and include therein professional materials, which are reasonably requested by the teachers of that school.
- L. The Board agrees to make available and to maintain in each school, adequate instructional supplies to aid teachers in the preparation of instructional materials. Such materials shall be available to all traveling teachers in buildings where they work. In cases where it is necessary for the teacher to shop for teaching supplies, petty cash funds will be provided in advance for this purpose. Conference and preparation time shall be available for use by teachers for securing these supplies with prior approval by the building administrator. Such approval shall not be unreasonably withheld.
- M. The Board agrees to keep the school adequately equipped, supplied and maintained. Those supplies and facilities normally available for special education itinerant teachers will be provided as appropriate and applicable. Reasonable clerical assistance will be provided to assist teachers in the preparation of instructional materials.

When reasonable, the following shall be provided, but the list is not intended to be inclusive:

1. Proper laundering service for gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers, without charge to the teachers.
2. Suitable closet space with lock for each teacher to store coats, overshoes and personal articles.

3. Adequate chalk board space in every classroom, as well as a teacher's desk, where appropriate.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach. This will be a teacher's edition when available. The building administration will determine which teachers are in need of a copy of their course curriculum and it shall be provided to those teachers as soon as possible. An online copy of all District curricula shall be made available on the District website.
5. Adequate seating for each child assigned to the classroom (one [1] for each child).
6. A quiet, well-lighted and adequately heated classroom.

Special education teachers shall be provided the following where appropriate:

1. A well-lighted and ventilated room with a table, adequate number of chairs, a blackboard, a bulletin board, shelf space, wastebasket and mirror. The room shall be a quiet and uninterrupted place in which to teach.
 2. Notification will be made of all faculty meetings, all IEPC's, etc., and school events through mailboxes assigned to the special education teachers.
 3. Special education teachers shall have access to teaching materials, which are available to building staff. This would include construction paper, crayons, tacks, staplers, tape, paint, paste, tablet paper, scissors, etc.
 4. Itinerant teachers shall submit a list of required teaching materials for their program to the administrator of the buildings which they regularly serve.
- N. Private phone facilities, not connected to other telephone lines, in all buildings shall be made available to teachers for their reasonable use.
- O. Yearly passes covering all athletic events shall be made available to teachers and their spouses for the high school. A written request along with one dollar (\$1.00) per pass shall be sent to the high school Athletic Director within two (2) weeks of the start of school. Such passes cover the one (1) person only and are not transferable.
- P. The nature and responsibility of a teacher's assignment requires a certain portion of preparatory work to be performed at home. Space and furniture necessary for such homework and their upkeep are the responsibility of the teacher whose assignment requires such equipment and/or space.
- Q. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Attendance of teachers at said meeting will not be mandatory.
- R. **School Improvement Plans.**
1. "SIP" as used in this Article shall mean a school improvement plan as provided in Section 1277 of Revised School Code or similar plans, programs or processes such as "school improvement teams," and any "outcome-based school committees."

2. The provisions contained in this Article shall apply to all school improvement plans (SIP) as provided in Section 1277 of Revised School Code as well as any other SIP as defined by Section Q-1 above.
3. Wages, fringe benefits, individual teacher performance, and contract grievances are not the domain of SIP committee. When a SIP desires addition, changes or deletions to wages, hours, and other terms and conditions of employment, it may bring the proposal to the Professional Council.
4. In the event any provision of SIP or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.
5. SIP committee decisions shall be determined by a vote of the committee members.
6. The SIP committee shall put proposed plans to a vote within the building to determine adoption of plans or programs. The plan, if adopted, shall not be contrary to Board policies/procedures or the Innovative Program language of this Collective Bargaining Agreement.
7. Copies of all building level school improvement plans, reports and recommendations shall be provided to the Association President, Grievance Chair, and UniServ Director by the Superintendent prior to any implementation.
8. The conditions, which follow, shall govern employee participation in any and all plans, programs or projects included in the term "SIP." Participation by the employee is voluntary.

S. Service to Students who are Medically Fragile.

1. The parties acknowledge that the placement of students who are medically fragile in a least restrictive environment is legally mandated. It is also recognized that the education program and services are determined by the Individual Education Planning Committee (IEPC).
2. Any bargaining unit member who is teaching or providing services to a student who is medically fragile shall be invited to participate in the IEPC meetings. Invitation to such meetings will be with two (2) days' notice. Unless directed to attend by the District, or required by law, the member may elect not to attend.
3. If any bargaining unit member, in writing, advises the Board of a reasonable basis to believe that a current Individual Educational Planning Committee (IEPC) report of a student who is medically fragile is not meeting the student's unique needs as required by law, the District shall forthwith call an IEPC. The member so advising the District shall be invited to, and will attend, the IEPC.
4. The Board agrees to bargain over the issues related to delivering services to the student who is medically fragile.
5. No bargaining unit member, without prior training, except a school nurse, shall be required to provide school health services for any student who is medically fragile.
6. Prior to beginning instructional services for students who are medically fragile, the District will identify the primary person(s) responsible for providing health services and the person(s) who will provide such services in the absence of the primary provider(s).

T. **Kindergarten**

1. Lead Teacher

The "Lead Teacher" shall develop primary lesson plans, lead, collaborate, schedule, assign and do any other professional duties that make kindergarten work at each building. The Lead Teacher shall teach ELA, math, science, social studies and other mandatory curriculum as dictated by the State of Michigan.

2. Partner Teacher

The Partner Teacher will develop lesson plans to support the Lead Teacher's primary lesson plans on a daily basis, support the Lead Teacher's learning objectives, and handle all specials, recess and other duties assigned during their working day by the building administrator. Partner Teachers shall accrue seniority, shall receive benefits, and shall be paid in compliance with the Tentative Agreement – CBA. However, in order to allow fulfillment of the job description above, Partner Teachers will not receive a conference period.

Partner Teachers may request to continue in the role of a Partner Teacher rather than accepting placement in an alternative positions. If the District agrees to allow the teacher to continue as a Partner Teacher , they shall be paid as Bachelor's Level 1, Step 2 teachers regardless of seniority.

Teachers who are required to stay in Partner Teacher positions due to lack of alternate positions shall continue to receive Step/Level benefits.

Nothing herein shall impact the District's ability to control the kindergarten instructional model. In the event that the District ever decides to change the instructional model this provision shall have no impact and shall be null and void.

- U. The cost of all physical or mental examinations, as may be requested by the Board for any purpose, except as required in Article X, Leaves of Absence, will be borne by the Board.

ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS

A. **Definition of Vacancy**

1. A vacancy in the bargaining unit shall exist and will be posted for bid as provided herein when:
- a. A new classification or job is created;
 - b. A teacher retires, dies or quits;
 - c. A teacher is discharged for just cause;
 - d. A teacher transfers to another position, or
 - e. A teacher is granted a leave of absence for one (1) school year or more;

Provided, however, a position is not a vacancy for purposes of this Agreement and is not required to be posted if it is eliminated by the transfer of students.

B. **Notification of Vacancies**

The Board and the Association agree that it helps both parties if staff is notified of vacancies as they occur.

- C. **Administrative and Supervisory Vacancies.** Any qualified teacher may apply for vacant administrative or supervisory positions. Following the opportunity for internal administrative unit transfers, the Board will give all due consideration to qualified applicants. A letter will be sent to each applicant informing him/her of the decision made after it is confirmed by the Board.

ARTICLE IX – DEFINITION OF SENIORITY

- A. **Seniority.** Employee seniority shall be established as follows:
- a. An employee's seniority date shall be the employee's first day of employment as set forth in the employee's appointment letter.
 - b. The seniority date for employees with the same first day of employment shall be determined by a drawing administered by the Human Resources Department.
 - c. Seniority shall include credit for years from and after 1985-86, during which the teacher served as a Regular Adult Education Teacher.

A Regular Adult Education Teacher is one who teaches twenty (20) or more hours per week of Adult Education credit courses.
 - d. Teachers on unpaid leaves of absence of more than ten (10) days shall not accrue seniority while on such leave. Their seniority date shall be adjusted as provided in Article X-E, 4.
 - e. A teacher shall continue to accrue seniority while on layoff except for purposes of recall as set forth in Article IX, E, 4. For purposes of recall, a teacher does not continue to accrue seniority while on layoff.
 - f. Any teacher who transfers to an administrative or executive position for more than two (2) weeks and later returns to a teacher status shall be entitled to such rights as he/she would have had under this Agreement except that he/she shall not add to his/her seniority as a teacher while in such administrative or executive position and will not have Association dues deducted from his/her pay during such period. This provision applies to teachers who perform administrative or executive duties for more than two (2) weeks due to a vacancy or extended leave of absence of an administrator.
 - g. Two (2) copies of the official seniority list of the District shall be provided each building/grouping and the JEA office by March 1st of each school year. Such list shall include a listing of the areas of eligibility/certification of each teacher.

ARTICLE X – LEAVES OF ABSENCE

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

1. **Teacher Illness or Accident.** Absence due to illness or non-vocational accident of the teacher, including illness or disability due to pregnancy or childbirth.
2. **Immediate Family Illness or Accident** Absence due to illness or disabling accident of the teacher's immediate family (spouse, children and parents of the teacher and spouse), or members of the immediate household. Such absences will be limited to ten (10) working days if the illness or accident involves a person outside of the immediate household. Additional days will be available without pay.
3. **Absence due to medical disability as a result of pregnancy.** Teachers who become medically disabled due to pregnancy while employed by the Board shall be entitled to use any or all of their accumulated sick leave days consistent with practice relative to all other medical disabilities. In order to use sick leave days, the teacher must remain actively teaching until the time of the disability. Such disability will be confirmed by the attending physician who certifies that the teacher is physically unable to complete her teaching duties. Upon presentation of confirmation of such disability by the teacher, the teacher may continue to use sick leave until the pregnancy-related disability is no longer present as confirmed by the attending physician. A teacher who is otherwise eligible for use of sick leave under this provision may elect, upon proper notification to Human Resources, to use only a portion of accumulated sick leave. At the time that the teacher either (1) exhausts sick leave benefits; or (2) uses all of that portion of accumulated sick leave days desired, the teacher shall, if the disability has ended, be eligible to return to work or begin a child care leave, as expressed in Article X-D, 5.c.
4. In those cases where there is reason to believe that an employee is abusing the sick leave policy, it will be the right of the administration to require doctor's verification of personal or family illness.
5. **Personal Leave.** Personal leave shall be construed to mean time necessary to conduct personal affairs of a business or legal nature, or family responsibilities, which cannot be handled outside of school duty hours. Such leave shall be limited to three (3) days per school year. Such leave will be granted at the discretion of the Human Resources Office when required for time immediately preceding or following holiday or vacation periods. All personal leave requests must be submitted at least forty-eight (48) hours in advance of date of leave, except in an emergency situation, on the form attached as Appendix C. One (1) day personal leave per year may be used to attend professional meeting or conference directly related to the primary job assignment of the teacher.
6. **Other Approved Non-Personal Leaves.**
 - a. Attendance at a ceremony, where a degree or academic honor is awarded to a teacher, for such portion of the day as is necessary. One (1) day except when travel requires additional time, for attendance at a school graduation or honor ceremony of a son, daughter, husband, or wife.
 - b. Requests for emergency leaves must be approved by Human Resources.
7. **Personal accident involving Workers' Compensation.** Teachers injured while working for the Board and thus becoming eligible for Workers' Compensation benefits shall have the following choices:
 - a. Accumulated leave days shall, on an optional basis to the teacher, be available to the injured teacher during the period he/she is unable to work as a result of an accident.

- b. If the teacher elects the option, his/her Workers' Compensation benefits shall be supplemented by school funds to give the teacher the equivalent of his/her regular daily rate of pay.
 - c. The teacher's leave pay should be charged with a proportional amount of time lost, based on the ratio of school funds used to make the employee's regular daily rate.
 8. **Funeral Leave.** Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance. Leave granted under this provision shall include, at a maximum, time necessary for attendance at the funeral service itself and reasonable travel time to and from the site of the service. Paid funeral leave under these conditions shall not exceed a total of three (3) days.
 9. **Adoption.** A teacher who adopts a child may use not more than ten (10) paid sick days at the time of adoption to welcome and bond with the child, or before the adoption, for travel to pick up the child and to take part in other activities necessary for the adoption.
- B. Leaves of absence with pay not charged against sick leave time shall be granted for:
 1. Absence because of death in the immediate family or stepfamily (spouse, children, mother, father, brothers and sisters and grandparents of the employee and spouse) not to exceed five (5) days for each occurrence. Said leave must be taken within 30 days from the date of death.
 2. Absence when called for jury duty. The teacher shall reimburse the District the amount of jury duty pay.
 3. Court appearance as a witness in any case connected with the teacher's employment or school, or whenever the teacher is subpoenaed to attend any court proceedings. Where the court appearance is a result of a criminal charge (felony or misdemeanor) brought against the teacher, time lost will be charged against sick leave if the teacher is found guilty.
 4. Excused with approval of both building administrator and superintendent's designee to visit other schools or to attend educational conferences or conventions as directed by the administration. The Board will seek to have special education teachers of the District included in the conferences and conventions which are funded through the State Department of Education and/or the Jackson Intermediate School District, to the end that reimbursement of expenses for their attendance at such conferences and conventions shall be on a par with reimbursement of expenses for the special education teacher of the Intermediate School District.
- C. **General Provisions for Leaves of Absence with Pay.**
 1. Leave with pay days shall be construed as days that a teacher is scheduled for school duty only.
 2. Leave with pay days for the normal school year are granted as follows:

All teachers will be granted 11 paid leave days per year.
 3. Leave time will be granted after one (1) day's work in each new contract year. Any excess of leave time beyond the prorated leave time that is used shall be deducted from the teacher's pay.

4. Leave days for less than or greater than the normal school year will be earned at the rate of one point one (1.1) days per month. Full-time summer employment shall be credited as two (2) months.

5. **Accumulation of Leave**

a. A teacher shall accumulate no more than 90 leave with pay days. Those members who have accumulated more than 90 days prior to the start of the beginning of the 2014-15 school year shall retain their existing balance of paid leave days until said balance is below 90 days.

b. A record of accumulated leave days will be furnished each teacher no later than October 15th each school year.

D. **Leaves of Absence Without Pay or Benefits.**

1. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act (FMLA). All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided for in this Agreement.

2. Except for leaves required by the FMLA and child care leaves, unpaid leaves of absence may be granted only to tenured teachers.

3. An unpaid leave shall be for one (1) year unless otherwise provided. Subject to the FMLA, requests for approval of an unpaid leave must be submitted in writing to the Superintendent or designee at least one (1) month before the effective date of the requested leave. If an extension of an unpaid leave is desired, a written request for approval must be submitted in writing to the Superintendent or designee at least three (3) months before the expiration of the leave.

4. Accumulated leave with pay earned while on active duty will be reinstated when the teacher returns to active teaching duty but no additional days shall accumulate during an unpaid leave.

5. Unpaid leaves may be granted for the following reasons and shall be subject to the following conditions:

a. **Teacher Illness or Accident.** Leaves of absence which extend beyond paid sick leave must be accompanied by a statement from the attending physician recommending the employee be granted such leave. A request to return to regular duties must be accompanied by a statement from a Board designated physician that the teacher is able to resume his/her regular duties. No experience credit on the salary schedule shall be granted.

b. **Immediate Family Illness or Accident.** (Spouse, children, parents of employee and members of immediate household.) No sick leave time may be used during such leave. No experience credit on the salary schedule shall be granted.

c. **Child Care Leave.** Such leaves of absence will be granted upon the written request of the teacher to Human Resources. Child care leave will be granted to probationary teachers. Before returning, the teachers shall provide a statement from the attending physician to Human Resources, if requested, that the teacher is in fit physical condition to perform regular duties. In the event of the death of the child during a child care leave, the

termination of the leave may be relaxed by the Executive Director of Human Resources. Relaxation of the date of the return from child care leave in case of death of the child may not necessarily guarantee return to the exact teaching position for the remainder of the leave period as originally granted. In such case the Board will return the teacher to an alternative position if available, for the remainder of the leave. Experience credit on the salary schedule shall be granted for the balance of the school year in which such leave began if at least one (1) semester of service has been completed during such year. Upon proper request to the Superintendent or designee, child care leave will be extended once for a period of one (1) year.

- d. **Foreign or Domestic Teacher.** Teachers may be granted a leave of absence for the purpose of a foreign or domestic teacher exchange. If the exchange teacher is paid by his/her home school at no expense to the Board, the Jackson teacher shall remain on Board payroll the same as if he/she were in the District for that year, provided that the Jackson teacher is not receiving compensation from the other school system.
- e. **Teaching and Travel.** An unpaid leave of up to two (2) years shall be granted to any teacher, for the purpose of participating in foreign or military teaching programs, the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs, or for cultural travel or work programs related to his/her professional responsibilities; provided the teacher states an intention to return to the District. Leaves for cultural travel or work programs related to professional responsibilities may qualify for placement on the salary schedule as if the teacher had taught for the District during such period.
- f. **Advanced Study.** Teachers may be granted an unpaid leave for the purpose of graduate study at a university or college granting advanced degrees. Experience credit on the salary scale (limited to one [1] year) shall be granted if the teacher returns to the District the following year.
- g. **Travel.** Leave of absence for this purpose normally is expected to include a period of foreign travel. No experience credit on the salary schedule will be allowed.
- h. **Association Leadership.** Upon application, an unpaid leave of one (1) year, subject to renewal upon written request, shall be granted to any teacher for the purpose of serving as an officer of the JEA, JCEA, MEA and NEA, or on their staffs. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the school system during such period.
- i. **Political.** Upon application, an unpaid leave for one (1) year subject to renewal for the first term of office but not to exceed five (5) years, shall be granted to any teacher for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the school system during such period.
- j. **Other.** Unpaid leaves for other reasons may be submitted in writing to the Superintendent or designee and may be granted.

E. **Return from Leave of Absence**

- 1. A teacher wishing to return to the District after an extended leave of absence scheduled to end at the end of the school year, must request in writing to the Superintendent or designee, such re-

employment not later than March 20th prior to the termination of his/her leave. Failure to comply with the provision shall be considered as a resignation.

The Superintendent or designee will attempt to contact all teachers on such leaves of absence, by certified mail, on or before March 1st and inform them of the above requirements.

2. Teachers on unpaid leaves of more than ten (10) consecutive workdays shall not accrue seniority while on such leave. Their seniority date shall be adjusted as follows:

The number of workdays of the unpaid leave shall be divided by the total number of workdays for that school year. The result shall be multiplied by three hundred sixty-five (365) and the product shall equal the calendar day adjustment to seniority. Fractional adjustments shall be rounded up to the nearest whole number when the fraction is point five (.5) or greater.

Example: If a leave of absence begins April 1st, and the teacher returns to work the first workday of the next school year, then the

Number of workdays on leave: 54

Total number of workdays: 184

$$\frac{54 \times 365}{184} = 107.1 = 107 \text{ calendar days adjustment in seniority}$$

- F. **Salary Provisions on Return from Leave of Absence.** If the salary schedule has changed during an employee's leave of absence, his/her basic salary shall be changed according to his/her service record, except as otherwise provided in this Article.

G. **Sabbatical Leave**

1. A sabbatical leave for a full contract year or less at one-half (1/2) current salary will be available to all teachers with no less than six (6) consecutive years of service in the District. Applications for sabbatical leave will be screened by the Professional Council and recommendations made to the Superintendent. Requests will be submitted to the Board of Education as recommended by the Professional Council. The Superintendent will submit his recommendations to the Board of Education if they differ from those of the Professional Council. A sabbatical leave will not be withheld without good reason.
2. Applications will state the program intended to be followed by the teacher if the leave is granted. Applications will be submitted at least ninety (90) days before the effective date of such leave. The applicant will include a signed statement of his/her intent to remain in the District for a period of not less than three (3) years immediately following the leave. If the teacher should not complete the three (3) year requirement, the sabbatical leave pay shall be forfeited on a prorated basis of one-third (1/3) the amount for each year of unfilled service.
3. If a teacher does not return from sabbatical leave, the Association will hold the Board harmless for fifty percent (50%) of the cost of recovering sabbatical leave pay for the time of the unfilled service. A teacher receiving a sabbatical leave may be required to sign a promissory note before leaving.
4. No more than one percent (1%) of the total staff shall be on sabbatical at any one time.

ARTICLE XI - Mentor Teacher

A. Mentor Teacher.

Mentor teachers shall be provided to teachers in the first three (3) years of their teaching career. However, the District may provide a mentor to any probationary teacher.

1. Selection/Qualifications

- a. Principals will recruit mentor volunteers before the first faculty meeting.
- b. Mentors will preferably be tenured teachers of like grades and subject matter to the probationary teacher. In the absence of a volunteer who meets these criteria, principals may recruit teachers in other grades or subject areas who have demonstrated expertise in teaching and learning. In the absence of a volunteer employed by the District, principals may recruit volunteers elsewhere.
- c. Mentor teachers shall have demonstrated a commitment to professional development and the ability to work well with others.
- d. The mentoring relationship will remain in effect until the end of the probationary period or until such time that either party chooses to end the association.

2. Responsibilities

- a. Mentors will provide professional support, instruction and guidance for the development of professional expertise.
- b. Mentors will maintain absolute confidentiality. A probationary teacher may only be discussed upon the written request or consent of the probationary teacher except in cases of illegal conduct. In cases of breach of confidentiality, any information gained shall not be used in evaluation of mentor or probationary teacher.
- c. Mentors will assist new teachers in becoming familiar with teaching, policies of the school and assistance in becoming part of the school and community.
- d. The mentor teacher is a resource person and shall not be held responsible for the performance of the probationary teacher.

3. Process.

Mentor teachers and new teachers will meet and establish plans for interaction. These plans may include conferences, visitations, observations, demonstrations, etc.

4. Training

- a. Mentors may be provided access to local, county, and/or state training as available or as requested.

- b. The District will provide training annually to mentor teachers.

B. Administrator Evaluation of Probationary and Tenure Teachers

1. A copy of the written evaluation shall be submitted to the teacher prior to the start of the following school year.
 2. The teacher shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. The teacher shall have ten (10) school days to submit any written statement in regard to such materials for inclusion in the personnel files.
 3. Consistent with Board policy, all members will be subject to termination after two (2) consecutive ineffective evaluations. Parties agree that after the first ineffective evaluation, the members will be provided a union monitored process.
 4. Each teacher shall 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 written request, accompany the teacher in this review. A written statement, for inclusion in the personnel files, may then be made by the teacher in regard to materials that were not signed by the teacher.
 5. The review of a personnel file shall be made in the presence of the Superintendent, or designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
 6. Teachers' personnel files shall be considered confidential to the extent permitted by law. A permanent record containing, at a minimum, space for names and dates of persons reviewing the file shall be maintained by Human Resources. Said record shall contain the names of all persons reviewing the file other than authorized administrative personnel and the individual who is the subject of the file. The term "authorized administrative personnel" when used in connection with personnel files shall be defined in writing by the administration and written policies for the use of personnel files consistent with the above shall be published.
- C. No teacher shall be responsible for the hiring and/or dismissal of any member of any other bargaining unit, but may assist in the staff evaluation of District employees other than teachers.

ARTICLE XII – PROFESSIONAL BEHAVIOR

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A teacher may refuse to carry out an order, which threatens physical well being or safety.
- B. A teacher shall be entitled, upon request, to have a representative of the Association present when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- C. No licensed staff (i.e. School Psychologist, Social Worker, etc.) shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in compensation or deprivation of advantage by the Board or representative thereof, shall be done in private unless prohibited by law.

- D. A refusal to teach any child or children based upon race, creed, sex, handicap, or ethnic origin, at any school to which a teacher may be assigned shall be judged as insubordination.

ARTICLE XIII – CONTINUITY OF OPERATIONS

- A. Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.
- B. When the **If Christmas Falls On** **Schools Close On** **Schools Begin Again** buses do not run because of weather conditions or when schools are dismissed due to weather conditions, schools will be closed and teachers shall not be required to be on duty.
- C. When “Act of God days” are made up, pursuant to the current state aid act, bargaining unit members shall be required to report to work. Neither the closure of schools due to “Act of God days” nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member in accordance with their step and level on the salary schedule, including all salary schedules/payments set forth in any of the appendices prefixed with “B.”
1. The make-up of “Act of God days” shall be only as is required by state law.
 2. Should it become lawful, during the term of this Agreement, to permit “Act of God days” without a requirement that such days be rescheduled, the parties agree to revert to the practice and language of A and B above.

ARTICLE XIV – SCHOOL CALENDAR

- A. The school calendar shall be as set forth in Appendix A.
- B. The following conditions will govern the school calendar:
1. Orientation for staff new to the District shall be held on Monday, Tuesday, Wednesday, Thursday and Friday preceding the first day of school.
 2. The first teacher workday shall be devoted to pre-opening planning conferences. The first day of pupil attendance shall be a half-day.
 3. The calendar shall contain seven and one-half (7-1/2) paid holidays. The paid holidays are:

New Year’s Day	Christmas Day
Memorial Day	Martin Luther King Day
Labor Day	Good Friday Afternoon (1/2 day)
Thanksgiving Day	
Presidents’ Day	

Whenever Good Friday falls within spring break week, the holiday shall be observed on the Friday prior to spring break week.

4. There will be no school on the day before or after any legal holiday, if such holiday is on Tuesday, or Thursday, respectively.
5. Christmas vacation dates will be determined in accordance with the following schedule:

Sunday	December 16	January 3
Monday	December 15	January 2
Tuesday	December 21	January 7
Wednesday	December 20	January 6
Thursday	December 19	January 5
Friday	December 18	January 4
Saturday	December 17	January 3
6. Spring break shall be consistent with the countywide calendar.
7. The school calendar for the 2014-15 school year is set forth in attached Appendix A-1. The calendar shall contain not less than one hundred eighty days and not more than one hundred ninety (190) work days including seven and one half (7 1/2) paid holidays.

ARTICLE XV – PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. The salary schedule shall remain in effect during the designated periods.
- B.
 1. All newly employed teachers shall be given credit on the salary schedule set forth in Appendix B for full years of teaching experience in any legally recognized school, provided that, except for special education teachers, such experience shall have occurred within the fifteen (15) years immediately preceding employment. For special education teachers the experience shall have occurred within the twenty (20) years immediately preceding employment. Teaching experience credit shall not exceed five (5) years.
 2. Non-teaching experience, if required for certification, will be given up to three (3) years.
 3. Active military experience up to two (2) years will be granted, providing that separation was under honorable conditions.
 4. Total experience credit (teaching, non-teaching and military) shall not exceed nine (9) years and the top number of step maximums mentioned above.
 5. Nothing in the foregoing will alter the experience credit of teachers being considered for promotion after initial employment.
 6. A teacher who may be re-employed not more than two (2) years following a resignation shall receive the next step credit on the salary scale the same as when he/she resigned.
- C. Compensation for extra duty assignments are set forth in Appendices B-1 and B-2.

- D. When the daily rate of extra pay or loss of pay is computed, the teacher's annual pay rate will be divided by the total number of teacher days defined in Article XIV, B. Upon written request, loss of pay will be distributed over the balance of the year.
- E. Salaries will be paid biweekly beginning with the first (1st) Friday after the beginning of school and shall be in twenty-six (26) equal installments, unless written request before September 1st is made for twenty-one (21) payments.
- F. Teacher salary pay rates shall be adjusted for increased course work, consistent with pay levels in the salary schedules, effective the day that necessary transcripts are provided to Human Resources.
- G. For the 2014-15 and 2015-16 school year members who are not advancing steps will be paid \$500 off schedule in the 1st pay of December.

ARTICLE XVI – SPECIAL EDUCATION

- A. The parties recognize that all children are individuals and are entitled to appropriate educational opportunities according to their individual needs and abilities. Further, the parties agree that nothing in this Article shall be construed or shall serve to limit or abridge this right.
- B. Referral for Special Education Services
 - 1. Referral for special consideration shall be valid provided that:
 - a. It can be shown that the parents or guardians understand that a problem exists which supports a suspicion of impairment and which may require special education services.
 - b. It can be shown that efforts to remedy the problem at the building level have been attempted.
 - c. The referral for evaluation is presented in writing on the appropriate form and carries the signature of the building administrator and parent or guardian.
 - d. Dates on or before which testing is to be completed or other service initiated and of tentative case disposition will be mutually determined by the building administrator, referring teacher or counselor and assigned special education personnel and entered on the referral form within a period of fifteen (15) working days from the receipt of the request for service.
 - e. The initiating teacher will be notified in writing or by direct contact of the location of this referral if there is a delay past the limits described in paragraph "d" above. The teacher will be informed in writing as to the just cause for the delay.
- C. An Individual Education Plan Committee (IEPC) shall be convened in accordance with rules and regulations promulgated under Article 3 of the "Revised School Code," (MCL 380.1701.1766).
- D. An IEPC shall be composed of staff appropriate for the purpose for which it is convened, as required by law:
 - 1. IEPC meetings to determine eligibility for special education (all categories except speech and language impaired) shall be chaired by an administrator or a building-based Teacher Consultant.

The Teacher Consultant shall not be required to chair such meetings but may do so on a voluntary basis. A special education administrator will attend an IEPC upon request.

2. Speech and language therapists may be required to chair eligibility meetings for speech and language impaired students. Teacher consultants, speech and language therapists, psychologists and social workers may be required to chair change of status, re-determination and annual review IEPC meetings, unless:
 - a. The teacher did not receive in-service preparation for chairing annual review meetings;
 - b. An administrator is requested by the teacher to attend the meeting; or
 - c. The student or parent is represented at the meeting by an attorney or other advocate.
 3. A special education classroom teacher shall not be required to chair an IEPC meeting but may do so on a voluntary basis.
 4. The receiving teacher will receive a copy of the IEPC report prior to student placement.
 5. Identified special education students entering from other districts shall, with the prior written consent of the parent or guardian, be immediately placed in the program and/or service most nearly comparable to the previous special education placement. An IEPC shall be convened following the student's eligibility for such programs and services, but in no case later than thirty (30) school days.
- E. Under no circumstances shall an IEPC be used for purposes other than educational planning and placement.
- F. Staff
1. At the beginning of each school year, all special education staff will receive information about referral procedures, administrative job descriptions, requisitioning procedures, conference attendance information and administrative expectations for year-end reporting.
 2. There shall be a monthly staff meeting for all special education teachers and staff.
- G. On or before June 10, of each school year, all special education teachers shall receive a tentative list of students in their class for the first semester of the next school year.

ARTICLE XVII – ACADEMIC FREEDOM

- A. 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 of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society and physical and biological world and other branches of learning subject to accepted standards of professional responsibility

consistent and appropriate to the grade level at which it is being taught and to the laws of the United States and the State of Michigan.

ARTICLE XVIII – SUMMER SCHOOL

A. Mechanics of Selection

1. All job possibilities must be posted. Such posting shall show the time commitment, including pupil contact time necessary in the assignment. In addition, the salary payment formula shall be included in the posting. Applications for posted positions must be returned within seven (7) days of the posting.
2. Acknowledgment of applications will be sent to applicants. Firm commitments will be given to individuals where jobs are known. School District notices of intent will be given when the number of students is in doubt. Applicants receiving offers of contracts will have seven (7) school days to accept or reject.

B. Continuity of Service

Contracts shall be issued with the provision that such contract will be void immediately upon resignation from full-time employment with the District unless such resignation is received after the start of the summer session.

C. Teachers of laboratory and field experience courses may be paid for additional time if approved by the principal.

D. Supplementary Salary Notice contracts will be issued for all summer school employment.

ARTICLE XIX – PROTECTION OF TEACHERS AND STUDENTS

A. Any case of criminal assault upon a teacher while on duty shall be promptly reported to the proper police authorities by the Board or its designated representative. The Board will provide legal advice to the teacher concerning his/her rights and obligations with respect to such assault. When a verbal assault or physical assault against a teacher is reported to the building administrator the student(s) involved shall be immediately removed from the teacher's classroom or program pending a formal investigation. The student(s) shall not be permitted to return to the teacher's classroom or program until the investigation is completed and the appropriate action is taken. Such investigation will include, at a minimum, a face-to-face meeting between the administrator responding to the referral and the teacher reporting the assault. A verbal assault is defined in Board Policy No. 8350 and a physical assault is defined in Section 1311A of the revised School Code.

B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher in conformity with the Students Rights and Responsibilities (adopted by the Board of Education) and/or the Michigan School Code by the teacher against a student, the Board will provide legal advice if requested by the teacher.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless gross negligence is proven.

- D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention.
- E. The Board will reimburse the teacher for loss, damage or destruction of clothing or personal property which is used for instruction, provided that:
1. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs on school premises or 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 of payment in each case is one hundred dollars (\$100.00) for clothing (no payment for hosiery), one hundred dollars (\$100.00) for auto collision losses, and one hundred dollars (\$100.00) for personal property unless covered by paragraph 4, below.
 4. Teachers who have personal property valued in excess of five hundred dollars (\$500.00) which is approved by the building administrator for regular use in the instructional program may extend the limits noted above to that portion of the value of such property not otherwise covered by preparing a statement for the endorsement of the building administrator declaring the items and the insurable value of each and all, and submitting it to the Director of Finance. The Director of Finance will review the statement in cooperation with the insurance representative of the Board's liability carrier, certify the statement, amend it if necessary, and return to the teacher.
 5. None of the provisions of this Article are intended to duplicate either payments by or coverage by other carriers.
 6. All claims made under the provisions of this Article must be indicated within five (5) days of the time the loss/damage occurs or when the loss/damage was discovered. Claims not made known within five (5) days of discovery may be denied for lack of timeliness.
- F. Teachers bear the primary responsibility for maintaining proper control and discipline within the classroom. Teachers also share with building administrators responsibility for the maintenance of proper control in other areas of the school building and grounds. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Disciplinary actions and methods shall be reasonable, just, and in accordance with policies and procedures of the District and building discipline code.
1. Discipline procedures for each building will be formulated according to Article VI-Q, of the PNA with the exception of VI-Q, 5, which shall read (for the purpose of this subparagraph only): SIP committee decisions shall be determined by a consensus of the committee members.
 2. Discipline procedures will be reviewed annually by staff and will be in place for the start of the school year, pursuant to Article VI-Q. The discipline plans and procedures will be reviewed by the superintendent for alignment with the current School Board policies. No discipline policies will be adopted that are in conflict with Board policy.
 3. At the beginning of every school year, the staff of each building will be provided with a copy of all building policies related to discipline.

4. A pupil may be temporarily removed from a classroom by a teacher when the verbal abuse, the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the student interferes with classroom procedures, until action is taken by the appropriate administrator which will allow the pupil to be returned to the class in good standing. The teacher shall furnish the building administrator, as promptly as his/her teaching obligations will allow, with full particulars in writing on the problem, subject to established due process requirements. Verbal abuse of teachers shall be considered a violation of the policies of the Board of Education relative to student conduct. The Board pledges that, in cases where such verbal abuse of teachers occurs, policies relative to correction of same will be followed.
 5. A pupil may be permanently removed from class subject to due process requirements for reasons delineated above and when the following courses of action have proved to be ineffective.
 - a. Personal consultation with the student concerning his/her conduct.
 - b. Referral of the student to the building administrator who will take appropriate action.
 - c. Parental conference or notification of the conduct concerned. Teachers will maintain accurate logs describing incidents of persistent misbehavior.
- G. Teachers, in accordance with the Michigan School Code, have authority to use reasonable physical force in the following instances:
1. Protect himself/herself, a student or others from immediate physical injury;
 2. Obtain possession of a weapon or other dangerous object upon or within the control of a student;
 3. Protect property from physical damage.
- Teachers shall not threaten to inflict, or cause to be inflicted, corporal punishment upon any student. Corporal punishment means the deliberate infliction of physical pain by any means upon the whole or any part of a student's body as a penalty or punishment for student's offense. Any teacher who violates the prohibition against corporal punishment shall be subject to disciplinary action.
- H. The teacher not having special education preparation will not be given the responsibility for the care and instruction for a legally certified emotionally disturbed, mentally retarded, or severely handicapped child. Exceptions may be made when the child's behavioral patterns have been controlled and the services of a consultant are available and the mutual opinion of the consultant and that of the child's teacher and principal are that he/she can function in a normal class setting.
- I. When information concerning a pupil's physical handicap is made known to the school, the pupil's teachers will be so informed within ten (10) school days.
- J. Each teacher will be furnished with appropriate and available information at the beginning of each school year concerning the pupil medication supervision procedure for schools.
- K. When a student is transferred from one school to another because of the student's adjustment or disciplinary problems, a conference will be held between the receiving and sending school administrator and counselors or social workers assigned to each school. The building administrators may include other professionals who have been or will be involved with the student. In lieu of a conference for transfers other

than expulsions, the receiving school shall receive on or before the transfer date information in writing about the student including the reason for the transfer, the CA—60 and the student's disciplinary record. Whenever a student is transferred into a classroom after the start of the school year, the teacher(s) involved shall, upon request, be given the reason for the transfer.

ARTICLE XX – SUBSTITUTE TEACHERS

- A. **Definition.** A substitute teacher is a teacher who takes the place of an absent regular teacher. In cases where the regular teacher's absence extends through a full school year, a regular contract teacher will be assigned on a temporary basis to the position.
- B. **Substitute Service.** The Board shall maintain an active list of substitute teachers to replace absentees. Teachers shall be informed of a telephone number they should call to report unavailability for work. Such calls should be made by elementary teachers at least two (2) hours prior to the teacher's time to report for duty and one and one-half (1-1/2) hours by secondary teachers. The Board shall maintain at least one (1) telephone line, exclusively for such reporting. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. To report availability for work after absence, the teacher shall call said telephone number at least one (1) hour before his/her reporting time. A teacher may, however, indicate at the time of his/her original call the length of unavailability, thus negating the necessity for a second call. Other members of the immediate family may make the call into the substitute service in emergency situations. The first failure by the teacher to conform to the above provisions will result in a written warning. Additional offenses will result in the reimbursement to the Board of payment of the substitute salary by the offending teacher.
- C. **Assignment.**
1. A substitute with an assignment to one (1) specific teaching position after sixty (60) days of service shall be granted for the duration of that assignment, leave time and other privileges and responsibilities granted to regular teachers by the Board, including a salary not less than the minimum salary on the current regular teacher salary schedule.
 2. A substitute employed as such for one hundred fifty (150) days (per Letter of Agreement) or more during a legal school year of not less than one hundred eighty (180) days shall be given, during the balance of that school year or during the next succeeding legal school year only, the first opportunity to accept or reject a contract for which the substitute teacher is certified, after all other teachers are re-employed in conformance with the terms of this Agreement.
 3. As used in this paragraph E, "day" means the working day of the regular, full-time teacher for whom the substitute teacher substitutes. One-half (1/2) day of a substitute's service shall be counted only as that fraction; but a fraction of day that is acknowledged by the Board and paid as a full day shall be counted as a full day for purposes of paragraph E.
 4. This paragraph E, shall be amended to conform to any amendments to Section 1236 of the Revised School Code, as amended.
 5. A substitute with an assignment to one (1) specific teaching position after sixty (60) days of service shall earn the right to be interviewed for any vacant positions for which the substitute applies and is certified and qualified. Interview rights will be afforded after all regular teacher rights, i.e., recall,

transfer, etc., as provided for in this Agreement, have been fulfilled. This right may be exercised upon attainment and for up to one (1) semester following the school year in which it was acquired.

ARTICLE XXI – NEGOTIATION PROCEDURE

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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. There will be no more than eight (8) official representatives of each party at any negotiations meeting. Both parties agree to submit the final Agreement recommending approval for ratification. Their representatives shall attach their signature to the ratified Agreement. There shall be three (3) signed copies for purpose of record, one (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.
- B. No later than May 1st of the final year of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. All negotiating sessions shall take place commencing at 1:00 p.m. in units of a minimum of four (4) hours. Exceptions to the above will be made when the Board and the Association agree.
- D. The parties agree to negotiate in good faith any changes in this Agreement to comply with No Child Left Behind.

ARTICLE XXII – INSURANCE PROTECTION

- A. The Board agrees to provide each teacher whose assignment is for one-half (1/2) or more of a full assignment with his/her choice of either Plan A or Plan B insurance protection plans as provided below. Changes in benefit patterns and carriers are to be decided jointly by representatives of the Board and the Association.

1. **Plan A - For those electing Health Insurance**

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

During the 2014-15 school year members will be offered the option of MESSA ABC1 plan provided the premium is less than MESSA Choices II. If the District's contribution for MESSA Choice II Plan is greater than the premium for MESSA ABC 1 the district will deposit the difference into the member's HSA account. If MESSA ABC plan option is chosen the benefits are defined below.

OR

MESSA ABC 1
\$1300/\$2600 in network deductible (effective 1/1/15)

ABC Rx
\$0/0/0 co-pays for office visit, urgent care and emergency room
Adult Immunization Coverage

- b. MESSA Negotiated Long-term Disability (90 calendar day modified fill waiting period. 66 2/3% with \$4,000 monthly maximum.)
- c. \$40,000 MESSA Negotiated Group Term Life Insurance
- d. MESSA/Delta Dental
(Class I, II, & III 80/80/80 \$2,500 annual maximum)
(Class IV Orthodontics, 80: \$1,800 lifetime maximum)
- e. MESSA (VSP 2 Silver)

2. Plan B-For those not electing health insurance

- a. \$50 per month cash; provided, however, if more than forty (40) employees select Plan B during an October open enrollment period, the cash amount shall be \$100 for that Plan year; if more than forty-five (45) employees select Plan B, the cash amount that that Plan shall be \$150 per month; if more than fifty (50) employees select Plan B, the cash amount for that Plan year shall be \$200 per month; and more than fifty-five (55) employees select Plan B, the cash amount for that Plan year shall be \$250 per month.
- b. MESSA-Negotiated Long-term Disability (same as listed above)
- c. MESSA/Delta Dental Plan Auto +/08 (Class III 100/90/90 \$1,500 annual maximum)
(Orthodontics 90%- \$900 lifetime maximum)
- d. MESSA Negotiated Group \$40,000 Term Life Insurance
- e. MESSA (VSP 3)

B. Short-term Disability Coverage:

- 1. A benefit of sixty-six & two-thirds percent (66 2/3%) of a teacher's daily rate shall be paid when the following conditions are met.
 - a. The exhaustion of sick days, and
 - b. The expiration of thirty (30) work days of illness. These "thirty (30) work days" need not be consecutive nor for the same illness but must have occurred within twelve (12) months. But, the last three (3) days must be consecutive workdays and for the same condition.
- 2. The benefits shall be equal to those of the MESSA LTD program provided in this Article. These benefits will continue until LTD benefits begin.

C. General Provisions.

1. When appropriate, MESSA-Limited Medicare Supplement and Medicare premiums instead of regular health care coverage will be paid on behalf of the teacher, spouse and/or dependents.
2. Teachers responsible for the health care expenses of a spouse as a result of a court order shall be entitled to sponsored dependent coverage under MESSA for such purpose. However, in such cases, the Board shall not be responsible for greater than an amount equal to the full-family rate.
3. The Open Enrollment shall be mutually arranged between the Association and the Board.
4. The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance benefit coverage. Coverage for those employees leaving the School District at the end of a contract year will terminate the earlier of September 1st of the next school year or when the teacher becomes eligible for comparable health insurance from any other source. In the case of retirement, insurance coverage ends on the effective date of retirement because the member is then eligible for MPSERS health insurance.
5. Any teacher who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her spouse through the spouse's employment requires said coverage. The teacher may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every teacher shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all teachers during the open enrollment period.

Health Insurance Coverage

I hereby declare that the health insurance that I receive pursuant to Article XXII of the Agreement between JPS and the JEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

Date

Signature of Teacher:

6. Section 125 Flexible Spending Plan shall be established as soon as practicable. It will include:
 - (i) Qualifying medical expenses and
 - (ii) Child and dependent care up to \$5,000 per year.

The District shall consult with the Association about its selection of an outside firm to administer the Plan as well as dates of enrollment and amounts for qualifying medical expenses.
7. Health, dental, and other insurance benefits will be continued while a teacher is receiving long-term disability benefits only to the extent required by law (FMLA, COBRA).
8. The Association reserves the right to re-open only this article for the purposes of reviewing and making changes to the medical carrier and/or medical plan.

ARTICLE XXIII – PROFESSIONAL GRIEVANCE PROCEDURES

- A. **Intent.** The primary purpose of this procedure is to secure, in the easiest and most efficient manner, equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure to the extent permitted by law. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or Association.
- B. **Definitions.**
1. a. A “complaint” is a claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any subsequent Agreement entered into pursuant to this Agreement or any rule, order or regulation of the Board, which affects a term or condition of employment. Terms and conditions of employment shall be interpreted as items which affect teachers in their daily teaching duties.
 - b. A complaint, which is a claim by a teacher or group of teachers or the Association and affects the working conditions of a teacher or a group of teachers but which is not covered in paragraph 1-a, above, will not be subject to this Article beyond a special conference with the Superintendent or his/her designee and the Board of Education’s Review Committee. The special conference will be held within twenty-one (21) days of receipt of the complaint in writing. An answer to the complaint will be provided in no more than ten (10) days after the special conference.
2. A “grievance” is a complaint which has not been resolved and which has been reduced to writing.
 3. The “aggrieved person” is the person or persons making the claim.
 4. “Teacher” includes an individual or group of teachers, or the Association, as long as the individual or group of teachers are members of the bargaining unit.
 5. The term “days” shall mean calendar days, unless otherwise specified.
 6. The “grievance team” shall be composed of three (3) members of the Association.
- C. **General Principles.**
1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
 2. At any level the failure of the administrator to communicate his/her decision within the specified time limit shall permit the teacher and/or the grievance committee to proceed to the next level.
 3. If any building representatives or member of the grievance team is a party of interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.

4. The number of days at each level shall be considered as a maximum and an effort should be made to expedite the process. Additional days may be used at any level by mutual agreement.
5. In the event a grievance is filed on or after June 1st, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
6. In the event a grievance is based on a complaint which the building administrator or supervisor has not created, then the grievance may be filed with the appropriate administrator after a Level One discussion with that administrator. Such grievances will then proceed to Level Three, or Level Four, if the Superintendent was involved in the initial hearing.

D. Procedure

1. **Level One.** A teacher with a complaint shall discuss it within fourteen (14) days of the event or occurrence, which is its basis with his/her building administrator or supervisor in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution.
2. **Level Two.** If the teacher is not satisfied with the disposition of his/her complaint he/she may within the next seven (7) days file a grievance (see Appendix E) and arrange for a meeting of him/herself and his/her Association representative with the building administrator or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the building administrator or supervisor he/she shall render a decision in writing to the grievant.
3. **Level Three.** If the teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance within seven (7) days with the Superintendent of Schools or his/her designee.

Within fourteen (14) days, the Superintendent of Schools shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy hereof to the Association. Every attempt will be made to present all pertinent facts and reasons for the grievance at this level.

4. **Level Four.** If the Association is not satisfied with the disposition of the grievance at Level Three (or if no disposition has been made within the period above provided), and if the Association believes that the grievance is meritorious and should be arbitrated the grievance may be submitted to arbitration by the Association before an impartial arbitrator.

A panel of arbitrators shall be selected by the following process:

- a. The Board and JEA shall each submit a list of five (5) arbitrators.
- b. The Board and the JEA shall each strike two (2) names from the combined list of arbitrators.

Each arbitration case will be assigned by draw from the panel of six (6) arbitrators.

The rules of the American Arbitration Association shall govern the arbitration proceedings.

The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have the authority only to interpret this Agreement and 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. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.

If the Association and Board mutually agree, steps of the grievance procedure may be waived and the grievance submitted immediately to arbitration without regard to remaining steps with the understanding that a submission of facts and stipulations of issues will be agreed to facilitate the arbitration process.

- E. **Rights to Representation.** In no event shall any teacher be represented by an officer, agent or representative of any organization in conflict or competition with the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.
- F. **Miscellaneous.** It is understood that the grievance team has the right to talk to relevant administrators regarding an active grievance at any level of the procedure. Release time for investigation shall be held to a minimum subject to approval by the Executive Director of Human Resources, which will not be unreasonably withheld. Under normal circumstances the investigation of a grievance team will necessitate no more than one-half (1/2) day released time for each of the members of the committee. Those investigations which can be conducted outside of school hours, should be so scheduled.

It is the professional responsibility of JEA to inform the Executive Director of Human Resources of the necessity for such released time. It will not be necessary for the Association to reveal the exact course which the Association intends the investigation to take.

- G. **Concerted Effort.** The Board and the Association agree to the principle that differences shall be resolved by appropriate and peaceful means concerning any matter which is subject to the grievance procedure without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate or support any strike action in such cases against the Board.

As used herein, the term "strike" shall mean the concerted failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of the employment. Failure of employee(s) to return to his/her workstation upon request by Board officials shall result in disciplinary action up to and including discharge.

ARTICLE XXIV – PROFESSIONAL COUNCIL

- A. The Professional Council shall be composed of the UniServ Director and four (4) members appointed by the Board of Directors of the Association, at least one (1) of whom was a member of the team who negotiated this Contract, the Superintendent and four (4) persons designated by him/her.
- B. The Professional Council shall meet when requested by either party to discuss and study subjects relating to the school system.
- C. The Professional Council is empowered to appoint and arrange meetings for committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved.
- D. The clerical expenses of the Professional Council and its sub-committees shall be paid by the Board.
- E. Association representatives on the Professional Council shall be released from school duties for meetings of the Professional Council without loss of salary to hold such meetings during the school day.
- F. The Professional Council shall have the authority to amend the student teaching program plan including distribution of student teacher monies.
- G. The Professional Council shall be empowered to approve in-service training programs operated by the Board for salary credit.
- H. The Professional Council shall act as a negotiating committee, which shall review the administration of the Agreement. Should mutually acceptable amendments be agreed upon, then these amendments shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification by the Association Representative Assembly and the Board. In no way is this intended to bypass the grievance procedure.

ARTICLE XXV – SCHOOL BUILDING COMMITTEES

- A. A committee of teachers shall be created in each school building from the faculty of that building. Election of committee members will be on the second (2nd) Monday in September by secret ballot in their respective buildings. It is mutually agreed between the parties that school building committees shall not be interpreted to have the authority to prevent or nullify rules or regulations promulgated by the Board which are consistent with the terms of the Agreement. This Article shall not be interpreted as relieving the Board of the duty of discussion and consultation about such rules prior to their implementation.
 - 1. In schools having a faculty of fewer than forty (40) teachers, the committee shall consist of three (3) teachers.
 - 2. In schools having a faculty of at least forty (40) teachers, but fewer than eighty (80) teachers, the committee shall consist of five (5) teachers.
 - 3. In schools having a faculty of eighty (80) or more teachers, the committee shall consist of seven (7) teachers.
- B. All elections under Section A, above, shall be conducted by the Association members within the school.

- C. The building administrator and the school building committee shall meet upon the request of either the building administrator or the committee to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall occur not more than biweekly except in emergencies or by mutual consent.
- D. The building administrator may have additional administrative staff from the building present at such meetings if he/she so desires. Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at such meetings. If the administrator adopts new or changed rules or regulations, they shall not be inconsistent with this Agreement. Such rules and procedures will be developed after consulting with the School Building Committee.

ARTICLE XXVI – INNOVATIVE PROGRAMS

- A. Innovative programs will be encouraged but such programs will be subject to the guidelines as outlined in this Article. This Article shall not apply to District-wide changes in programming and curriculum or to any experimental or pilot program within the meaning of Section 15 (3) (h) of Act 112 of 1994.
- B. An innovative program will begin when all of the following have been satisfied:
 - 1. Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the innovation should be consulted for information.
 - 2. If the program is adopted by at least seventy-five percent (75%) of the affected staff, in a secret ballot election, then the transfer procedure will be utilized by teachers who do not wish to participate.
 - 3. All programs must be presented to the Professional Council. Programs which receive the approval of the Professional Council will then be presented to the Board.
 - 4. Programs that are approved and put into effect shall be funded.
- C. Programs that have been put into effect must be evaluated at least once each school year. Such evaluations must be reduced to writing and distributed for staff information if the program is considered for extension. Extension, if requested, will be subject to the provisions of paragraph “B” above.

ARTICLE XXVII – TEACHERS IN CHARGE

- A. There shall be appointed in each school a teacher-in-charge (TIC).
- B. In cases where there are building administrators split between more than one (1) building there shall be a full time aide exclusively assigned to the TIC for all scheduled time during which the building administrator is absent from the building.
- C. In cases where it is necessary for the building administrator to be absent from the building for a major portion of the school day, the TIC shall be informed of the name, whereabouts and phone number of an administrator who shall be available to assist the TIC, if necessary.
- D. In cases of regularly scheduled absences of the building administrator from the building, the TIC shall be informed of the name of another individual within the building (either a teacher aide or other responsible

person) who can come immediately to the TIC's room and remain there throughout the time the TIC is absent from the classroom. To the extent possible, this shall also be done for emergency, unscheduled absences of the building administrator from the building.

- E. TIC's shall be informed at all times as to occasions when the building administrator is absent from the building.

Article XXVIII – TERMINAL PAYMENT PLAN

- A. **Eligibility.** A teacher must have twelve (12) continuous full years of service with the District as a teacher by July 1, 2014 and must retire under the Michigan Public Schools Employee Retirement System at the end of the then current school year (June 30) or at the end of the first semester of the next school year to be eligible to participate in this Terminal Payment Plan.
- B. **Notice of Participation.** Eligible teachers must give written notice of their intent to participate and retire no later than May 15, of the current school year, subject to the right to withdraw the notice of participation and retirement at any time before May 15, of the current school year. Notwithstanding the foregoing, retirement at other times may be allowed and will be allowed at other times when a teacher is eligible for disability retirement.
- C. **Terminal Payment Benefit.** For the 2013-14 and 2014-15 school years eligible retiring teacher shall receive a terminal payment in an amount equal to Five Hundred Dollars (\$500.00) for each continuous year of service with the District as a teacher and member of this bargaining unit, but not to exceed in the aggregate Seventeen Thousand Five Hundred Dollars (\$17,500.00).

Beginning with the 2015-16 school year an eligible retiring teacher shall receive a terminal payment in an amount equal to Two Hundred and Fifty Dollars (\$250.00) for each continuous year of service with the District as a teacher and member of this bargaining unit, but not to exceed in the aggregate Seventeen Thousand Five Hundred Dollars (\$17,500.00).

Regular Adult Ed Teachers shall count all years of continuous service towards their Terminal Payment Benefit.

- D. **Payment of Benefit.** The terminal payment benefit shall be paid in five (5) equal annual installments commencing January 15th of the calendar year after retirement and continuing on January 15th of each of the next four (4) years; provided that all payments shall be made within five (5) years after a teacher's retirement date. All payments shall be made on behalf of the retiring eligible teacher to the VALIC post separation (403(b) tax deferred annuity plan. In the event of the death of the eligible retired teacher before all terminal payments are made the remaining payments shall be made to the teacher's named beneficiary or his or her estate.
- E. **Continuation of Health Insurance.** In addition to the terminal payment benefit the District shall continue the eligible retiring teacher's health insurance coverage as specified in this Agreement until such time as the retired teacher becomes eligible for health insurance coverage under the Michigan Public Schools Employee Retirement System.

ARTICLE XXIX – ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT

During the life of this Agreement, if annexation, consolidation or reorganization with one (1) or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation or reorganization taking place.

ARTICLE XXX – INSTRUCTIONAL OVERLOADS

- A. **Definition** – Any instructional assignment which exceeds the weekly pupil contact time maximum established in this Agreement, i.e., Secondary – Twenty-five (25) instructional periods per week; Elementary – twenty-six (26) hours and twenty (20) minutes per week.
- B. Efforts will be made to offer overload classes at the beginning or end of the school day.
- C. **Postings and Filling of Overload:**
1. Article VIII shall not apply to overloads.
 2. Overloads, which are known prior to the start of the school year, will be posted for seven (7) days prior to the opening of school.
 3. A teacher may request to be notified of overload vacancies occurring during the summer period. Notification will be made by first class mail.
 4. Overloads, which are created after the beginning of the school year, shall be posted in all buildings for a minimum of three (3) work days.
 5. Overload assignments, when awarded, shall not be considered to be continuing annual assignments. Each overload will be posted as a vacancy each year or semester; whichever is consistent with the posting.
- D. **Compensation.** Overload assignments shall be compensated as follows:
1. Secondary overloads – an additional twenty percent (20%) of the teacher’s instructional salary per each additional class period assigned.
 2. Elementary overloads – an additional twenty percent (20%) of the teacher’s instructional salary for each additional instructional assignment of up to five (5) hours per week.

ARTICLE XXXI – MISCELLANEOUS PROVISIONS

- A. 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 written and signed amendments to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract 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, during its duration, shall be controlling.

- C. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If and when any of the provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to the law, then such provisions shall not be deemed valid and subsisting, except as and to the extent permitted by law, or if and when provisions or terms of this Agreement are found to be in conflict or inconsistent with the laws of the State of Michigan, now conferred by or contained in any present or future law relating to schools and education, then the latter shall govern, but all other lawful provisions or applications of this Agreement shall continue in full force and effect.
- E. Copies of this Agreement entitled, "Professional Negotiations Agreement between the Jackson Public Schools and the Jackson Education Association, MEA-NEA" shall be printed in approximately five and one-half inches (5-1/2") by eight and one-half inches (8-1/2") booklet form. The printing shall be done at the expense of the Board provided the MEA, at its expense, print copies of the JESPA, JPA, and JESA contracts. The Agreement shall be printed within thirty (30) days of signing of the contract or closest day to that period. Copies of the contract shall be provided for all professional staff under contract and a copy shall be given to each new teacher when the tax withholding and other forms are completed at the personnel office.

ARTICLE XXXII – DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2014 and shall continue in effect until midnight the 30th day of June 2016. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives.

JACKSON EDUCATION ASSOCIATION, INC., JACKSON, MICHIGAN

BY: _____ Dated: _____
Libby Brown, President

BY: _____ Dated: _____
Lisa Rando, Vice President

BY: _____ Dated: _____
Tim Heim, MEA UniServ Director

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

BY: _____ Dated: _____
Tim Levy, President

BY: _____ Dated: _____
Pamela Fitzgerald, Secretary

BY: _____ Dated: _____
Jeff Beal, Superintendent

APPENDIX A-1

2014-2015 Jackson Public Schools District Calendar

August	26	Half day Professional Development (am-district/building); Half day Teacher Work Day (pm)
	27	Full Day Professional Development (Building Level)
	28	1/2 Day Prof. Dev. (District Level) - 1/2 Day Teacher work day
	29	No school, students/staff
September	1	Labor Day, no school
	2	Half day students/full day staff
	16	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
October	1	Student Count Day
	9	JHS Conferences, Half Day Students
	21	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
	22, 23, 24	1-8 Elementary/Middle School Conferences, Half Day Students/Full Day Staff
		Kindergarten – No students/Full Day Staff
November	3	Full Day Professional Development (Building Level), No Students
	19	JHS Exams (Early Dismissal, JHS only)
	20	JHS Exams (Early Dismissal, JHS only) / K-12 End of 1 st Trimester
	21	Records Day, No Students
	26	Half day students/staff
	27, 28	Thanksgiving recess, no school students/staff
December	16	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
	22 – Jan 2	Holiday break, no school
January	5	School resumes
	19	Martin Luther King, Jr. Day observed, no school students/staff
	22	JHS Conferences
	27	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
February	6	Full Day Professional Development (no students)
	11	Student Count Day
	12	K-8 Spring Conferences, evening
	13	K-12 half day, students and teachers
	16	President's Day, no school students/staff
	25	JHS Exams
	26	Half day students (JHS only)/JHS Exams
	27	K-12 half day students/JHS Exams/Records Day/K-12 End of 2 nd Trimester
March	3	JHS/Wilson ACT Testing – 11 th grade only

	4, 5	Late start (JHS/Wilson grades 9, 10, 12 only)
	17	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
	27	Half day students/staff
	Mar 30- Apr 3	Spring Break – no school students/staff
April	6	School resumes
May	22	K-12 half day students/staff
	22	JHS Graduation
	25	Memorial Day, no school
	28	1/2 Day students - Bennett, Cascades, Frost, McCulloch, Northeast and Parkside only
	29	TA Wilson Graduation
June	2	JHS Exams
	3	JHS Exams, half day JHS
	4	JHS Exams, half day K-12
	5	Records day, last day teachers

Revised December 8, 2014

APPENDIX B-1

**JACKSON PUBLIC SCHOOLS
PROFESSIONAL NEGOTIATIONS AGREEMENT**

A. Salary Scale Index

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	0.895390	1.000000	1.080110	1.153610	1.228070
2	0.946280	1.057460	1.147960	1.227150	1.306280
3	0.990560	1.114990	1.216760	1.301610	1.385470
4	1.037700	1.172450	1.285570	1.375090	1.464660
5	1.084840	1.229970	1.354370	1.448620	1.542860
6	1.131920	1.287440	1.422220	1.522120	1.622050
7	1.179060	1.344940	1.491030	1.595660	1.701200
8	1.227150	1.402460	1.559860	1.669160	1.779450
9	1.274230	1.459930	1.627710	1.743620	1.858580
10	1.321370	1.517420	1.696510	1.817130	1.937780
11	1.368510	1.574920	1.765290	1.890630	2.015990
12	1.382030	1.590510	1.782780	1.909370	2.035960

New salary index resulting from eliminating and adding

Level 1 = Non-Degree

Level 2 = Bachelor's Degree

Level 3 = Master's Degree or 30 Semester Hours Graduate Work

Level 4 = 60 Semester Hours Graduate Work Including a Master's Degree

Level 5 = Level 4 Plus 30 Semester Hours Graduate Work

- B. A guaranteed minimum base salaries index, index 1.00, shall be as follows:
1. School Year 2011-2012: The maximum base salaries, Index 1.00, shall be no greater than \$38,990.
 2. School Year 2012-2013: The maximum base salaries, Index 1.00, shall be no greater than \$39,380.
- C. Employees must receive an advance degree from an approved institution as listed in the "Manual on Certification and Preparation of Educational Personnel in the United States" (NASDTEC) in order to receive salary advancement. Any exceptions to the foregoing requirement will be a matter for discussion at Professional Council.

All employees who start an advanced degree after May 1, 1996 must receive such degree from an approved institution in the above-mentioned manual in order to receive salary advancement. Any exceptions to this will be a matter for discussion at Professional Council.

APPENDIX B-1-A

**JACKSON PUBLIC SCHOOLS
PROFESSIONAL NEGOTIATIONS AGREEMENT
2014-15 and 2015-16 Teacher Salary Schedule**

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	35,261	39,380	42,535	45,429	48,361
2	37,264	41,643	45,207	48,325	51,442
3	39,009	43,908	47,916	51,257	54,560
4	40,864	46,171	50,626	54,151	57,678
5	42,721	48,436	53,335	57,047	60,758
6	44,575	50,699	56,007	59,941	63,877
7	46,431	52,964	58,717	62,837	66,993
8	48,325	55,229	61,427	65,731	70,075
9	50,179	57,492	64,099	68,664	73,191
10	52,035	59,755	66,808	71,558	76,310
11	53,892	62,020	69,517	74,453	79,389
12	54,424	62,634	70,205	75,191	80,176

Level 1 = Non-Degree

Level 2 = Bachelor's Degree

Level 3 = Master's Degree or 30 Semester Hours Graduate Work

Level 4 = 60 Semester Hours Graduate Work Including a Master's Degree

Level 5 = Level 4 Plus 30 Semester Hours Graduate Work

For the 2014-15 school year members shall advance one step on schedule from where they were previously frozen; however, they will only receive 50% of the additional compensation. The compensation will be reflected equally in their #1-26 pays (example, the full step increase is \$2,600, but the member will receive 50% or \$1300 in 13 equal payments of \$100).

For the 2015-16 school year members shall advance one step on schedule from their full step salary advancement from 2014-15. However, members will not receive the pay increase in the 2015-16 school year.

APPENDIX B-2

Supplementary Salaries

During the term of this contract all supplementary salary amounts including counselor per diem, will be determined by Level 1, Step 1 in Appendix B-1-A as a base to determine supplemental salaries in 2014-2015; and 2015-2016.

- A. Coaching Salary Differentials. Coaching salary differentials for overtime assignment shall be as follows: With no released time from regular full teaching load. Supplementary salary rate formula for both junior and senior high athletics shall be automatically annually adjusted to reflect length of the athletic season. All percentages shall be applied to a base salary of Level 1, Step 1 in Appendix B-1-A.

Male Sports	Weeks in Season	Hours	Total	Level 1, Step 1 + Responsibility	= Total
H. Football	16	15	240	.102	24.48
A. Football	16	15	240	.060	14.40
Football 9	16	15	240	.060	14.40
H. Basketball	19	15	285	.076	21.66
A. Basketball	19	15	285	.060	17.10
Basketball 9	16	12.5	200	.060	12.00
H. Swimming	16	15	240	.065	15.60
A. Swimming	16	15	240	.060	14.40
H. Wrestling	16	15	240	.065	15.60
A. Wrestling	16	15	240	.060	14.40
H. Baseball	14	15	210	.065	13.65
A. Baseball	12	15	180	.060	10.80
Baseball 9	12	12.5	150	.060	9.00
H. Tennis	12	15	180	.065	11.70
A. Tennis	11	15	165	.060	9.90
Golf	10	15	150	.065	9.75
H. Soccer	13	15	195	.065	12.68
A. Soccer	13	15	195	.060	11.70
Soccer 9	10	15	150	.060	9.00
H. Hockey	17	15	255	.065	16.58
Male/Female Sports					
H. Cross Country	12	15	180	.0975	17.55
A. Cross Country	12	15	180	.060	10.80
H. Track	13	15	195	.0975	19.01
A. Track	13	15	195	.060	11.70

Female Sports	Weeks in Season	Hours	Total	Level 1, Step 1 + Responsibility	= Total
H. Tennis	10	15	150	.065	9.75
A. Tennis	10	15	150	.060	9.00
H. Swimming	15	15	225	.065	14.63
A. Swimming	15	15	225	.060	13.50
H. Basketball	17	15	255	.076	19.38
A. Basketball	17	15	255	.060	15.30
Basketball 9	14	12.5	175	.060	10.50
H. Gymnastics	18	15	270	.065	17.55
A. Gymnastics	17	15	255	.060	15.30
H. Volleyball	17	15	255	.065	16.58
A. Volleyball	15	15	255	.060	13.50
Volleyball 9	13	12.5	162.5	.060	9.75
H. Softball	14	15	210	.065	13.65
A. Softball	14	15	210	.060	12.60
Softball 9	11	12.5	137.5	.060	8.25
Golf	11	15	165	.065	10.73
H. Soccer	14	15	210	.065	13.65
A. Soccer	14	15	210	.060	12.60
Soccer 9	11	15	165	.060	9.90
Football Cheerleading	15	12	180	.060	10.80
Basketball Cheerleading	19	12	228	.060	13.68
Middle School Sports					
Head M. Basketball 7-8	12	12.5	150	.060	9.00
A.M. Basketball 7-8	12	12.5	150	.043	6.45
Head F. Basketball 7-8	10	12.5	125	.060	7.50
A. F. Basketball 7-8	10	12.5	125	.043	5.38
Male Basketball 7-8	12	12.5	150	.060	9.00
H. Football 7	10	11.7	117	.060	7.02
A. Football 7	10	11.7	117	.043	5.03
P.A. Football 7	10	11	110	.043	4.73
H. Football 8	10	11.7	117	.060	7.02
A. Football 8	10	11.7	117	.043	5.03
P.A. Football 8	10	11	110	.043	4.73
Wrestling 7-8	8	12.5	100	.060	6.00
Head Volleyball 7-8	8	12.5	100	.060	6.00
A. Volleyball 7-8	8	12.5	100	.043	4.30
H. Co-ed Track 7-8	8	12.5	100	.060	6.00
A. Co-ed Track 7-8	8	12.5	100	.043	4.30
Cross Country 7-8	9	12.5	112.5	.060	6.75
Cheerleading	12	8.0	96.0	.060	5.76

- B. Intramural Rate:
 .00054 x Level 1, Step 1 in Appendix B-1-A 2014-15, 2015-16
- C.

	Elementary	Middle School	Senior High
** Building Technology Specialist		15% [may be shared by three teachers (one from each team at 5%)]	15.0%
Core Dept. Chairs (6) (English, Math, Science, Social Studies, Literacy and AP Coordinator)		4.0%	6.0%
Other Dept. Chairs (Art, Guidance, Foreign Language, Music, Physical Education)			2.0%
Senior Class Advisor			4.0%
District Testing Tech.		1%/ Hour	31.27/Hour
Elem. Complex Gifted	5.0%		

- D. Supplemental salaries for voluntary assignments beyond the normal school day/year. All percentages shall be applied to the following amounts: Level 1, Step 1 in Appendix B-2. The salaries for all new voluntary assignments on the schedule below, including determination of the terms and conditions of employment, shall be negotiated by the parties to this Agreement before anyone may be employed for the position.

	Elementary	Middle School	Senior High
Band		7.5%	14.00%
Orchestra		2.5%	4.00% (Including Pep Band)
Vocal Music		4.0%	8.75%
Cooperative Programs			8.00%
** Yearbook Advisor		8.0%	8.00%
** Newspaper Advisor		4.0%	8.00%
Debate			11.00%
Forensics			5.00%
Dramatics			10.00%
* Counselors		\$926.00	\$926.00
Drivers Education		1%/Hour	1%/Hour
Adult Education		1%/Hour	1%/Hour
Hourly Substituting		1%/Hour	1%/Hour
Tutors	.06%/Hour	.06%/Hour	.06%/Hour
Title I	.06%/Hour	.06%/Hour	.06%/Hour
Elem. Back-to-Back	6.0%		

	Elementary	Middle School	Senior High
Middle School Student Council Advisor		4.0%	
Summer School Instr.	\$32.79/Hour	\$32.79/Hour	\$32.79/Hour
Enrichment Classes	\$12.60/Hour	\$12.60/Hour	\$12.60/Hour
Academic Coach JHS			20%
Job Week Coordinator			10%
Coordinator of Social Workers			20%
Equations Coord.			12%
Equations Coach			10%
Coordinator for Health and Human Services			25%
School Detention Coordinator 07-08		\$16.23/Hour	\$16.23/Hour
School Detention Coordinator 08-09		\$16.48/Hour	\$16.48/Hour

* Co-op program teachers must accept the above indicated differential for each section taught. The teacher must then make arrangements for an amount of time equal to two and one-half (2 1/2) hours additional duty time per week above the time commitment required for other classroom teachers. The use of time shall be consistent with the assignment.

* Counselors may accept or decline the above indicated differential. If the counselor accepts the differential an arrangement for an amount of time equal to two and one-half (2 1/2) hours additional duty time per week shall be required. The use of time shall be consistent with the duties of the assignment. Counselor's supplements for all existing counselors (including previous counselors) as of 1977-78 school year will continue. Teachers becoming counselors without prior counseling experience in the District will not receive the supplemental rate after September 1, 1977.

** If assignment is reduced by one (1) period, the supplementary salary will not be paid.

- E. All District counselors employed for additional days of work shall be paid at the Adult Education hourly rate.
- F. Teachers who are required to use their car in the performance of their duties shall be reimbursed at the maximum mileage allowed by IRS without reporting such mileage as income. Portal to portal mileage is not eligible for reimbursement. In addition:
 1. Professional responsibilities will include keeping a daily mileage record unless the teacher has a regular schedule of trips.
 2. Transportation to professional conferences or meetings requested by the Board will be reimbursed at the current per mile rate.
 3. Mileage allowance will be paid on a monthly basis.

- G. Special Education teachers not assigned to specific buildings, i.e., social workers, school psychologists, diagnosticians, consultants, speech therapists, and homebound teachers, may limit their active duty time to the same as the required hours of duty time of a classroom teacher in the primary area (elementary or secondary) to which such personnel is assigned.
- H. If a compensatory education program is mandated by law and/or regulation under law, the hours and pay for teacher work will be subject to negotiations. Failure to reach agreement will result in the unsettled issue for being submitted to Level IV of the grievance procedure for a final and binding decision by the arbitrator.
- I. Compensation for voluntary instructional assignments beyond the normal school year/day, including, but not limited to adult education, summer school, counseling and teacher consultant assignments, including scheduling, shall be compensated at an hourly rate of \$32.79 (1% of \$32,792.00).
- J. Voluntary supplemental credit courses less than 90 hours that begin after the start of a semester shall be compensated at an hourly rate of \$32.79 (1% of \$32,792.00). Such supplementary courses shall be identified as such when posted and the posting shall include the \$32.79 rate. Such posting will be made before the start of the semester to the extent practical.
- K. Compensation for all other voluntary assignments beyond the normal school day/year shall be compensated at the rate of Twenty-four Dollars (\$24.00) an hour. Such assignments shall not exceed ten (10) hours unless agreed to in writing by the JEA President or designee and the Superintendent or designee.
- L. The rate of pay for either the FAPE and/or homebound position will be \$32.79 or the grant rate, whichever applies.

APPENDIX C

Application for Leave of Absence

In accordance with my current negotiated agreement, I hereby make application for approval of absence for the date(s) and reason(s) indicated below:

Date(s): _____ All Day _____ Specific Times _____

Reasons: (Please Check One)

- Personal Business
- Personal Illness
- Illness in immediate family _____
(Relationship)
- Vacation _____
(Relationship)
- Death in immediate family _____
(Relationship)
- Death other than immediate family _____
(Relationship)
- Without Pay _____
(Relationship)
- Other _____

Date _____ Signed _____
Employee's Signature

Date _____ Signed _____
Immediate Supervisor

The above request for leave is: Approved _____

Not Approved _____

Date _____ Signed _____

Reason for not approving _____

NOTE: This form is to be sent to the appropriate office as soon as the employee completes it and it is signed by the Immediate Supervisor.

APPENDIX D

Authorized Payroll Deductions

Optional Deductions. The Board shall deduct, in addition to deductions previously stated in the Agreement, the following optional deductions upon the written request of any professional employee. Deductions for each of those listed will be made only if sufficient funds are available in the teacher's check. Deductions shall be priorities in the following order, the last being deleted from the deduction schedule first if funds are insufficient.

- A. **Government Bonds.** Upon request, Bonds may be purchased by the payroll savings plan.
- B. **United Way (Services).** United Fund (Services) donations may be made by payroll deductions. Donations are deducted up to 20 pay periods with the last pay in June.
- C. **Credit Union.** Deductions for Educators and Employees Credit Union shall be made each pay in accordance with regulations established by the Payroll Office and the Credit Union. No change in deduction will be allowed except by specific request to the Credit Union.
- D. **Tax-sheltered Annuities.** Deductions will be made for Tax-sheltered Annuities, through the jointly approved programs.

APPENDIX E – GRIEVANCE REPORT FORM

Distribute to:

1. Jeff Beal, Superintendent
2. Ben Pack, Human Resources
3. Libby Brown, JEA President
4. Grievant
5. Building Administrator
6. Maureen McCallister, MEA UniServ Director
7. Grievance Chairperson(s):

JACKSON EDUCATION ASSOCIATION

Grievance No.: _____

Refer to PNA for Timeline

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

LEVEL I	
<p>The Level I meeting should discuss: (1) clarification of the issue; (2) response by both parties; and (3) resolution of the issue:</p>	
Date of initial meeting: _____	Those in attendance: _____
Date of follow-up meeting: _____	
Those in attendance: _____	

LEVEL II	
Date cause of grievance occurred: _____	Response requested from: _____
1. Statement of Grievance: _____	
2. Relief Sought: _____	
Signature of Grievant: _____	
Date: _____	

LEVEL II CONTINUED

3. Disposition and rationale by administrator: _____

Signature of Administrator: _____ Date: _____

4. Position and rationale of Grievant: _____

Signature of Grievant: _____ Date: _____

LEVEL III

1. Date received by Superintendent or designee: _____

2. Disposition and rationale of Superintendent or designee: _____

Signature of Superintendent or designee: _____ Date: _____

LEVEL IV

1. Date submitted to arbitration: _____

2. Disposition and award of arbitrator: _____

APPENDIX F

Guidelines for Assistant Football Coaching Adjustments

A. Full Salary.

1. JEA member
2. Fully certified teacher
3. Involved in eight (8) mandatory; six (6) major; ten (10) minor duties (see list of required duties).

B. A maximum of two (2) coaches from a total staff of eight (8) full salary coaches, can be reduced salary. (A maximum of four (4) can be hired from the savings realized.)

1. Total of eight (8) or nine (9) high school coaches
 - a. Six (6) varsity and junior varsity coaches
 - b. Three (3) to four (4) freshman coaches

C. When coaches' salaries are reduced, their required duties will be reduced.

- | | |
|-------------------|--------------------------------|
| 1. Full Salary: | 8-6-10 Mandatory, Major, Minor |
| 2. 20% Reduction: | 8-4-8 Mandatory, Major, Minor |
| 3. 30% Reduction: | 8-2-6 Mandatory, Major, Minor |

D. List of Required Duties

1. Mandatory Duties

a. In-season

- (1) Organizational Duties
 - i) Practice
 - ii) Game
 - iii) Season
- (2) Regular Season Practice
- (3) Equipment Issue, Collection & Inventory
- (4) Locker Room Supervision
- (5) Dad's Club Meetings

b. Off-season

- (1) Clinics
- (2) Staff Meetings
- (3) Awards Presentation

2. Major Duties

a. In-Season

- (1) Staff Meetings - Varsity Prep.
- (2) Film Analysis
- (3) Compiling and Running Tendency Charts - Opposition
- (4) Varsity Game Night Responsibility

- (5) Scouting
- (6) Taping & Training Duties

b. **Off-Season**

- (1) Camp Preparation
- (2) Individual Technique Training
- (3) Weight Program
- (4) Agility Program
- (5) Staff Manual Preparation

3. **Minor Duties**

a. **In-Season**

- (1) Equipment Supervision
- (2) Statistics
- (3) Award Board Supervision
- (4) Compiling and Running Tendency
- (5) Weight Program
- (6) Disciplinary Responsibility
- (7) Film Exchange Coordinator
- (8) Parents' Night Organizer
- (9) Supervision of Managers
- (10) Away Game Bus Roster & Organization

b. **Off-Season**

- (1) Player Manual Preparation
- (2) Equipment Reconditioning
- (3) Letter to Parents
- (4) Player Contracts
- (5) Field Equipment Preparation
- (6) Film Review and Highlight
- (7) Training Film Duties
- (8) Team Poster Boards
- (9) Player Evaluation
- (10) Player Counseling

Letter of Agreement
Between
Jackson Education Association
And
Jackson Public Schools
July 22, 2014

Both the association and the district agree to settle the class size grievance and establish language through this letter. The new language below will sunset with the expiration of the current contract in June 2016. At that time the current language regarding class size and overload will return to its full effect.

1. All Core Class sizes will be capped at 28 students per class. Any class section that has one or more additional student shall be remedied in the collective bargaining agreement (Temporary Overloads). *This LOA regarding Core Classes voids the second sentence of Article VI letter D. "In no event will the number of students per class exceed the student maximum per day (see Article VI-A, 2-3) divided by five (5) plus ten (10%) percent.*
2. The total number of students taught per teacher in a Core Academic area (English, Math, Social Studies, Foreign Language, Art, Science and Biology) shall not exceed 168 per day.
3. This agreement shall be in effect at Parkside Middle School only.
4. The following teachers shall be paid the following as remedy to the class size grievance.

Ben Pack; Jackson Public Schools

Date

Libby Brown; Jackson Education Association

Date