

# **MASTER AGREEMENT**

**Between**

**JACKSON PUBLIC SCHOOLS**

**And**

**JACKSON EDUCATION  
ASSOCIATION**

**2019-2022**

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

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The Agreement is entered into this 12<sup>th</sup> day of August 2019, 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:

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**ARTICLE I – RECOGNITION**

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- 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, the Public Employer Relations Act (PERA), 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 employed by Jackson Public Schools and 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 by Jackson Public Schools 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.

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## **ARTICLE II – ASSOCIATION RIGHTS**

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- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, the Public Employment Relations Act (PERA), and to all applicable laws and statutes pertaining to teachers’ rights and responsibilities.
- B. The Association and its members shall have the right to use school facilities for meetings if prior approval is obtained from the building administrator(s) of the buildings(s) to be used at least twenty-four hours in advance. The Association’s meetings may not interfere with 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. The Association and its respective affiliates shall have the right to post notices of its activities and matters of Association concern on a bulletin board in each building designated for such use by the building administrator. Additionally, 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. The Association’s use of the school’s bulletin boards and other forms of communication, including current technology and email, shall in no way interfere with the regular and orderly operation of the school.
- D. The Association shall have the right to use school facilities and equipment, including audio-visual equipment, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and shall be responsible for the proper operation of the school’s facilities and equipment.
- E. During each school year, the Association shall be allowed twenty (20) released teacher work days for Association business. None of such days may be used for direct, demonstrative support in labor disputes. Absent emergency, notification must be provided to the building principal at least two (2) days in advance of any release day to be used.

It is the right of the Association to configure the twenty (20) Association business days in any sequence, fraction of a day or number to conduct the business of the Association. Participation in Professional Council shall be deemed school business and not charged against Association duty days.

In addition to the twenty (20) Association business days provided for above, the Association may request up to ten (10) additional release days in any school year for the specific purpose of allowing Association members to attend conferences as representatives of the Association, without loss of pay. Any request from the Association for additional release days for Association members to attend conferences as representatives of the Association must be submitted to the Superintendent for consideration at least thirty (30) days in advance.

The Association shall reimburse the District for the costs related to substitutes required as a result of the Superintendent granting such a request.

- F. In addition to the release time provided for in Article II E above, the President of the Association will be allowed to use up to three (3) hours per week of their preparation time to perform the duties of the office of the President. The use of preparation time by the President of the Association may not result in any curtailment of program or increased cost to the District. The President's use of preparation time must be related to the District and shall be conducted on a site in the District, except where otherwise approved by the Superintendent in advance.
- G. If at the request of the Board a teacher is engaged during the school day in negotiating on behalf of the Association with any representative of the Board, he/she shall be released from regular duties without loss of salary and without deduction from sick leave.
- H. 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.
- I. 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.
- J. Neither party shall unlawfully discriminate against any employee on the basis of race, color, national origin, marital status, sex (including sexual orientation or transgender identity), disability, age (except as authorized by law), religion, height, weight, military status, ancestry, or genetic information.
- K. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that the Association, in transacting its official business, shall not interfere with nor interrupt normal school operation. Such representative shall notify the school office personnel of his/her presence in the building.
- L. 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.

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### **ARTICLE III – RIGHTS OF THE BOARD**

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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 Act 379 of the Public Acts of 1965, the Public Employment Relations Act (PERA), 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.

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#### **ARTICLE IV – MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS**

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- 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.

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#### **ARTICLE V – TEACHING HOURS AND CLASS LOAD**

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- A. The teacher school day shall begin ten (10) minutes before and conclude ten (10) minutes after 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. Preparation and conference time may not be used for meetings scheduled by administration more than one (1) time per week.

3. A plan for between class supervision by teachers will be developed by the building administrator and the school building committee.
  4. 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.
  5. 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.
  6. Elementary teachers teaching grades 1 – 5 shall be guaranteed an average of two hundred fifty (250) minutes per week of unassigned, released preparation time during which time their students are receiving instruction from other specialized certified teachers. Elementary teachers teaching Y-5 and Kindergarten shall be guaranteed an average of two hundred and fifty (250) minutes per week of unassigned/released preparation time (any portion of this time that extends beyond the normal school day will be paid at the contractual rate). 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 Assistant Superintendent for Elementary Curriculum/Federal Programs.
  7. 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, professional development, 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 eighteen (18) meetings per school year and not more than three (3) meetings per month, shall not last more than one (1) hour, and shall be held immediately before or after the regular school day. Required meetings in excess of the eighteen (18) shall be compensated at the teacher hourly per diem rate.
  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/Parent-Teacher Conferences**
    - a. Evening open house/conference functions shall be limited in number to three (3) events per school year.
    - b. Each School Building Committee will determine the format for each function.
    - c. Staff participation at these functions shall be mandatory.
    - d. One-half (1/2) day of compensatory time will be provided to participants at evening school functions.
    - e. The District may schedule additional open house/conference functions beyond the three (3) events per school year permitted in (a) above; however, teacher attendance in these additional open house/conference functions shall be voluntary.
- 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. 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.

- J. 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.

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## **ARTICLE VI – TEACHING CONDITIONS**

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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 – 5).**

- a. Enrollment in preschool classes shall not exceed the State of Michigan guidelines.
- b. Y5 - K: A maximum of 25.
- c. 1, 2, and 3: A maximum of 26.
- d. 4 and 5: A maximum of 29.
- e. 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).
- f. Enrollments in early elementary special education classrooms for the mentally impaired shall not exceed state guidelines.
- g. 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.

h. If a general education elementary (Y-5 - 5) 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 F below applies.

**2. Class Size – Junior High / Middle School (6<sup>th</sup> – 8<sup>th</sup> Grades).**

- a. English, Math, Social Studies, Foreign Language, and Science: 155 students maximum 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.
- k. 4<sup>th</sup> Street Learning Center: 100 pupil hours maximum per day.

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

- a. Math, Social Studies, Foreign Language, and Science: 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. Alternative Education/Pathways: No more than 100 pupil hours maximum per day.
- l. English Levels 1-2: a maximum of 115 students per day and no more than 24 students per hour.
- m. Honors Level English: a maximum of 30 students per class.

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.

5. A class roster will be provided to all teachers by the first teacher work-day of the school year.
- 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. **Overloads** – The District may exceed the class size maximums subject to the following
  1. After the fall student count day , no elementary class shall exceed the limit by more than four (4) students.
  2. Teachers shall be eligible for overload pay beginning with the sixth (6<sup>th</sup>) day of pupil attendance. Thereafter, elementary teachers shall receive twenty-five dollars (\$25.00) per day for each excess student on the class roster and secondary teachers and elementary traveling teachers shall receive five dollars (\$5.00) per day per class for each excess student on the class roster provided, however, that in no event shall overload compensation exceed twenty percent (20%) of the teacher's annual base salary. Any special education student that is assigned to a general education classroom for any length of time during the day will be considered an active student on the teacher's roster.

Overload compensation forms can be found in Appendix B-3.
  3. 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. **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 (1<sup>st</sup>) 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.

**H. Teachers with Multi-Building Assignments.**

1. The work day of teachers with assignments in multiple buildings will begin and end based on the building in which they begin their daily assignment.
  2. Teachers with assignments in multiple buildings will receive an unassigned lunch period equal to that of the building in which their daily assignment.
  3. Teachers with assignments in multiple buildings shall be given thirty (30) minutes of travel time between buildings.
- I. 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.
- J. 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.
- K. 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.

- L. 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 or other locked space with lock for each teacher to store coats, overshoes and personal articles.
3. Adequate white 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.
- M. Private phone facilities, not connected to other telephone lines, in all buildings shall be made available to teachers for their reasonable use.
  - N. 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.

O. 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.

P 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.

**Q. 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.

**R. 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 on 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).
- S. The cost of all physical or mental examinations, as may be requested by the Board for any purpose, except as required in Article IX, Leaves of Absence, will be borne by the Board.

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## **ARTICLE VII – VACANCIES, PROMOTIONS AND TRANSFERS**

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A. **Definition of Vacancy**

1. A vacancy in the bargaining unit shall exist and will be posted on the District's website when:
  - a. A new classification or job is created;
  - b. A teacher retires, dies or quits;
  - c. A teacher is discharged;
  - 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.

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.

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## **ARTICLE VIII – DEFINITION OF SENIORITY**

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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. 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.
- f. Two (2) copies of the official seniority list of the District shall be provided each building/grouping and the JEA office by March 1<sup>st</sup> of each school year. Such list shall include a listing of the areas of eligibility/certification of each teacher.

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## **ARTICLE IX – LEAVES OF ABSENCE**

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### **A. Leaves of Absence with Pay**

1. At the beginning of each school year, following one (1) day of work, teachers will be credited with eleven (11) paid leave days. However, it is understood that paid leave days shall be earned at the rate of one point on (1.1) days per month actually worked. If a teacher uses more than his/her allotment of paid leave days (including accumulated paid leave days) and leaves employment with the District before the end of the school year, he/she will be liable (through payroll deduction or direct payment by the teacher) for any prorated portion of the paid leave days taken but not earned. Paid leave days for teacher's employed less than the normal school year will be earned at the rate of one point one (1.1) paid leave days per month. Teachers assigned to work full-time at T.A. Wilson Academy or South-Central Michigan Virtual, and/or who are assigned to work as a summer school teacher, shall be given one (1) additional paid leave day each school year for each of these assignments, up to a maximum of fourteen (14) paid leave days. Paid leave days may be taken by a teacher for the following reasons and subject to the following conditions:

- a. **Teacher Illness or Accident.** Illness, injury, or physical disability of the teacher, including illness, injury, or physical disability due to pregnancy or childbirth. In those cases where there is reason to believe that a teacher is abusing his/her right to use paid leave days for his/her own illness, injury, or physical disability, it will be the right of the administration to require doctor's verification of the teacher's illness, injury, or physical disability. A doctor's verification of the teacher's illness, injury, or physical disability may be required anytime a teacher is absent from work on three (3) or more consecutive school days as a consequence of his/her own illness, injury, or physical disability.

- b. **Immediate Family Illness or Accident.** Illness, injury, or physical disability of the teacher's immediate family (defined as the teacher's spouse, children, parents, father-in-law, and/or mother-in-law), or members of the teacher's primary household.
- c. **Personal Leave.** To conduct personal affairs of a business or legal nature, or family responsibilities, which cannot be handled outside of school duty hours. A maximum of three (3) paid leave days per school year may be used for personal leave. Paid leave days may not be used for personal leave on school days immediately preceding or following holiday or vacation periods. Requests to use paid leave days as personal leave must be submitted at least forty-eight (48) hours in advance, except in an emergency situation. One (1) paid leave day per year may be used to attend a professional meeting or conference directly related to the primary job assignment of the teacher.
- d. **Other Approved Non-Personal Leaves.**
  - i. No more than one (1) paid leave day may be used to attend a ceremony, where a degree or academic honor is awarded to a teacher.
  - ii. No more than one (1) paid leave day may be used for attendance at a school graduation or honor ceremony of a son, daughter, husband, or wife.
  - iii. Requests for emergency leaves must be approved by Human Resources.
- e. **Personal Accident Involving Workers' Compensation.** Teachers injured while working for the Board and thus becoming eligible for Workers' Compensation benefits may choose from option (a) or (b) below:
  - a. A teacher eligible for Worker's Compensation benefits will receive those benefits provided in accordance with the act exclusively.
  - b. A teacher may use accumulated paid leave days during the period he/she is unable to work as a result of an accident. 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. The teacher's accumulated paid leave days shall 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.
- f. **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. A maximum of three (3) paid leave days may be used for funeral leave under these conditions.
- g. **Adoption.** A teacher who adopts a child may use not more than ten (10) paid leave 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.
- 2. Leaves of absence with pay, which shall not be charged against a teacher's accumulated paid leave days, shall be granted for:

- a. Absence because of death in the immediate family or stepfamily (spouse, children, mother, father, brothers and sisters 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.
- b. Absence when a teacher is called for jury duty during school hours. The teacher shall reimburse the District the amount of any compensation received by the teacher for such duty, if any.
- c. Absence when a teacher is called to testify, during school hours, in any judicial or administrative matter connected with the teacher's employment or the operation of the District (except a matter in which the teacher is an adverse party to the District). Where the court appearance is a result of a criminal charge (felony or misdemeanor) brought against the teacher, time lost will be charged against the teacher's paid leave days if the teacher is found guilty. The teacher shall reimburse the District the amount of any compensation received by the teacher for such duty, if any.
- d. Absence with approval of both the teacher's 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.

3. **Accumulation of Paid Leave Days.**

- a. A teacher shall accumulate no more than 90 paid leave days. Those members who had accumulated more than 90 paid leave 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 paid leave days will be furnished to each teacher no later than October 15<sup>th</sup> each school year.

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

- 1. **Family Medical Leave Act.** 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 concurrent with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.
- 2. **Application for Leave.** Except for leaves required by the FMLA and child care leaves, unpaid leaves of absence may be granted only to tenured teachers. All requests for leave will be applied for and granted or denied in writing and shall specify the reason for the leave and the beginning and ending dates requested or granted as the case may be. The teacher must apply for the leave at least sixty (60) days prior to the requested commencement date of said leave, except in cases of unforeseen circumstances or emergency or when some other time limit is established for a particular type of leave. In case of denial, reasons for denial shall be given.

In order to maintain the teacher-student relationship as effectively as possible, unless otherwise required by law, beginning and end dates of leaves are to correspond with the beginning or ending of the school year, a semester, a marking period, or a vacation period. No unpaid leave of absence shall be granted for a period of more than one (1) school year.

3. **Notification of Return from Leave.** A teacher on leave shall notify the Board of his/her desire to return from such leave as early in the leave as possible but not later than April 1 for those wishing to return at the beginning of the next school year or at least thirty (30) school days prior to their return at other times of the year except where otherwise specified in this section. The Board shall remind the teacher in writing by certified mail by March 1 of the teacher's obligation to so notify the Board by April 1. A teacher failing to notify the Board in writing of his/her intent to return by the required time shall be irrefutably and irrevocably considered as having voluntarily resigned his/her employment with the District.

Failure to abide by the conditions and dates specified for the leave will result in the termination of all rights of employment unless a variance has been granted by the Board at the request of the teacher.

4. Leaves of absence without pay will be granted as specified below. Except as required by the Family Medical Leave Act or except as otherwise stated below, no benefits will accrue to a teacher during an unpaid leave of absence. Teachers on unpaid leave shall not accrue seniority while on leave. Except unpaid leave granted pursuant to the Federal Family and Medical Leave Act (FMLA), no unpaid leave of absence will be granted until such time as the teacher has exhausted all available paid leave days. Unpaid leaves of absence may be granted for the following reasons and shall be subject to the following conditions:

- a. **Teacher Illness or Accident.** A leave of absence may be granted to a teacher unable to teach because of illness, injury, or physical disability. A request for said leave of absence must be accompanied by a statement from the attending physician recommending the teacher be granted such leave. A request to return to work from such a leave of absence 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.** A leave of absence may be granted to a teacher due to an illness, injury, or physical disability of the teacher's immediate family (defined as the teacher's spouse, children, parents, father-in-law, and/or mother-in-law). A request for said leave must be accompanied by a statement from the ill, injured, or physically disabled family member's attending physician, recommending that the teacher be granted such leave. No experience credit on the salary schedule shall be granted.
- c. **Military Leave.** Military leaves of absence shall be granted without pay to any teacher who shall be inducted for extended, active military duty of a minimum of fifteen (15) days or more in duration in any branch of the armed forces of the United States. Teachers on military leave shall be given the benefit of any salary increments which would have been credited to them had they remained in active service in the school system.
- d. **Other.** Unpaid leaves for other reasons may be submitted in writing to the Superintendent or designee and may be granted.

C. **Notification of Absences.**

Teachers are responsible for reporting their unavailability for work using the AESOP service. Such notification shall be made by teachers at least two (2) hours prior to the teacher's time to report for duty except in emergency situations. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

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## **ARTICLE X - Mentor Teachers and Instructional Coaches**

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### **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 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**

The District will set, in consultation with the Association, the duties/responsibilities of all mentors. The duties/responsibilities for all mentors shall be set prior to the beginning of each academic year. Notwithstanding the foregoing, the following shall apply to all mentors:

- a. Mentors will provide professional support, instruction and guidance for the development of professional expertise.
- b. Mentors will maintain absolute confidentiality. A teacher may only be discussed upon the written request or consent of the teacher except in cases of illegal conduct or in situations required to discuss and establish Individual Development Plans for the mentee. In cases of breach of confidentiality, any information gained shall not be used by the District for any purpose.
- 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. The duties/responsibilities for all mentors set by the Administration under Section 2 above, shall be reviewed in the annual training session.

5. **Compensation.**

Mentors shall be paid \$200 per Trimester, per mentee, upon successful completion of all mentor duties/responsibilities.

**B. Instructional Coaches**

An Instructional Coach is responsible for providing specialized instructional support to a department head, faculty member, or for providing direct instruction and tutoring to students.

1. **Responsibilities**

- a. Instructional Coaches will provide direct support to classroom teachers as needed and as determined by the building administrator.
- b. Instructional Coaches will perform duties as assigned by the building administrator.
- c. Instructional Coaches are non-supervisory and as such may not direct the activities of, or evaluate, other teachers.

2. **Confidentiality**

The Instructional Coach will maintain absolute confidentiality. A teacher may only be discussed upon the written request or consent of the teacher except in cases of illegal conduct or in situations required to discuss and establish Individual Development Plans for the teacher. In cases of breach of confidentiality, any information gained shall not be used by the District for any purpose.

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**ARTICLE XI – PROFESSIONAL BEHAVIOR**

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- 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.
- E. 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 teacher's personnel file.

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## **ARTICLE XII – CONTINUITY OF OPERATIONS**

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- 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 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.

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## **ARTICLE XIII – SCHOOL CALENDAR**

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- A. The school calendar for the 2019-2020 school year shall be as set forth in Appendix A. The school calendar for future school years shall be adopted through a joint agreement between representatives of the Board and the Jackson Education Association. Representatives of the Board and the Jackson Education Association shall meet to develop a mutually acceptable calendar. Such meeting shall occur before March 30.
- B. Orientation for new staff to the District shall be held on a weekday prior to the first day of school. Orientation for staff new to the District who are eligible for membership in the Association shall include an optional lunch (provided by the Association) and 60 minutes of optional time dedicated to MEA presentations.
- C. The school calendar shall contain not less than one hundred eighty (180) days of student instruction and not more than the number of teacher work days contained in the 2019-2020 school calendar, unless otherwise mandated by state law.

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## **ARTICLE XIV – PROFESSIONAL COMPENSATION**

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- 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 without Board approval.
  - 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, if a teacher is out more than 10 consecutive school days.
- E. Salaries will be paid semi-monthly on 7<sup>th</sup> and 22<sup>nd</sup> of each month, beginning September 7<sup>th</sup> of each year and shall be made in twenty-four (24) equal installments, unless a written request is received from the employee before the first teacher work day for twenty (20) equal installments.
- 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. Teacher salaries shall be paid by direct deposit into an account at a financial institution designated by the teacher.
- H. Pursuant to merit pay provisions in Section 1250 of the Revised School Code, all bargaining unit members rated as "effective" or "highly effective" overall in their respective annual performance evaluation, shall receive an off-schedule payment no later than December 31 of the following school year. The payment shall be determined by splitting a pool of \$100,000.00 equally among those qualifying, except no one payment shall be more than \$1,000.00.

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## **ARTICLE XV – ACADEMIC FREEDOM**

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- 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.

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## **ARTICLE XVI – SUMMER SCHOOL**

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**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.

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## **ARTICLE XVII – PROTECTION OF TEACHERS AND STUDENTS**

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- 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.

No student that has been temporarily removed from a class for a behavior issue shall be placed into another teacher's classroom for any length of time without the case-by-case consent of the teacher whose classroom the student will be placed or in accordance with an approved behavior plan. At no point, will the temporary placement of the student be allowed to cause a disruption to the learning environment of the classroom that is receiving said student.

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. When information concerning a pupil's physical handicap is made known to the school, the pupil's teachers will be so informed within five (5) school days.
  
- I. 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.
  
- J. 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.

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## **ARTICLE XVIII – NEGOTIATION PROCEDURE**

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- 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.

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## **ARTICLE XIX – INSURANCE PROTECTION**

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

The District will contribute (for those electing MESSA ABC 1) one-half (1/2) of the deductible to employees' Health Savings Account on September 15, and one-half (1/2) on or before January 15.

Employees may contribute, through payroll deduction and electronic transfer additional money towards their H.S.A. upon to the maximum amounts allowed by federal law.

B. 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. PAK A MESSA Choices (benefit levels through 12-31-19):
- \$500/\$1,000 in-network deductible
  - Saver Rx prescription drug plan
  - \$20/\$25/\$50 co-pays for office visit, urgent care and emergency room

OR

PAC C MESSA ABC Plan 1 (benefit through 12-31-19)  
\$1350/\$2700 in network deductible  
ABC Rx  
\$0/0/0 co-pays for office visit, urgent care and emergency room

OR

PAK D MESSA Choices (benefit levels through 12-31-19)

- \$1000/\$2,000 in-network deductible
- 10% Coinsurance
- Saver Rx prescription drug plan
- \$20/\$25/\$50 co-pays for office visit, urgent care and emergency room

- 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. PAK B - For those not electing health insurance (benefit levels through 12-31-19):**

- a. \$50 per month cash; provided, however, if more than thirty-five (35) employees select Plan B during an October enrollment period, the cash amount shall be \$300 per month for that Plan year; if more than forty (40) employees select Plan B during an October enrollment period, the cash amount shall be \$350 per month for that Plan year; if more than forty-five (45) employees select Plan B during an October enrollment period, the cash amount shall be \$400 per month for that Plan year.
- 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%-\$800 lifetime maximum)
- d. MESSA Negotiated Group \$40,000 Term Life Insurance
- e. MESSA (VSP 3)

**B. 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 XXI 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.

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## **ARTICLE XX – PROFESSIONAL GRIEVANCE PROCEDURES**

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- 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.

5. An Association grievance, impacting the rights of teachers located in 2 or more buildings, may be started at Level 3.
- 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.

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## **ARTICLE XXI – PROFESSIONAL COUNCIL**

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- 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.

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## **ARTICLE XXII – SCHOOL BUILDING COMMITTEES**

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- 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 (2<sup>nd</sup>) 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.

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## **ARTICLE XXIII – INNOVATIVE PROGRAMS**

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- 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.

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## **ARTICLE XXIV – TEACHERS IN CHARGE**

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- 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.

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## **ARTICLE XXV – TERMINAL PAYMENT PLAN**

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- 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 March 25, of the current school year, subject to the right to withdraw the notice of participation and retirement at any time before March 25, 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.**
- 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 15<sup>th</sup> of the calendar year after retirement and continuing on January 15<sup>th</sup> 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.

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## **ARTICLE XXVI – ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

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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.

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## **ARTICLE XXVII – INSTRUCTIONAL OVERLOADS**

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- 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.

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## **ARTICLE XXVIII – MISCELLANEOUS PROVISIONS**

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- 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.

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### ARTICLE XXIX – DURATION OF AGREEMENT

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This Agreement shall be effective as of July 1, 2019 and shall continue in effect until midnight the 30th day of June 2022. 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.

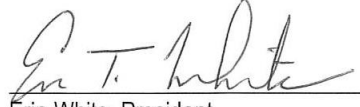
#### JACKSON EDUCATION ASSOCIATION, INC., JACKSON, MICHIGAN

BY:  Dated: 11/4/19  
Geoff Lowes, President

BY:  Dated: 11/4/19  
Maradith Raymond, Vice President

BY:  Dated: 11/4/19  
Milton Rehberg, MEA UniServ Director

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

BY:  Dated: 11/11/19  
Erin White, President

BY:  Dated: 11/11/19  
Cheryl Simonetti, Secretary

BY:  Dated: 11-4/19  
Jeff Beal, Superintendent

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## APPENDIX A-1

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### 2019-20 District Calendar

August	19	Professional development (am-district & building) & Teacher work day (pm)
	20	Professional development (district level)
	21	<b>FIRST DAY OF SCHOOL</b> – Half day students/full day staff
	30	No school – No students/staff
September	2	Labor Day, no school
	20	Half day students (am) / Half day professional development (pm)
October	2	Student count day
	9	JHS conferences, half day students (JHS only)
	16	K-5 conferences, half day K-5 students
	17	K-8 conferences, half day K-8 students
	18	K-12, half day students/staff
	21	Full day professional development (district), no school
November	13	JHS exams
	14	JHS exams (Early Dismissal, JHS only)
	15	JHS exams / End of 1 <sup>st</sup> Trimester / K-12 Records Day, half day students
	27-29	Thanksgiving recess, no students/staff
December	20	K-12, half day students/staff
	23-Jan 3	Winter break, no school
January	6	School resumes
	20	Martin Luther King, Jr. Day observed, no students/staff
	22	JHS Conferences, evening
	23	Parkside/4 <sup>th</sup> Street Conferences, evening
	24	Half day students (am) / Half day professional development (pm)
February	12	Student Count Day
	14	No school – No students/staff
	17	President's Day – No students/staff
	26	JHS exams
	27	JHS exams (Early Dismissal, JHS only)
	28	JHS exams / End of 2 <sup>nd</sup> Trimester / K-12 Records Day, half day students
March	5	K-5 conferences
	6	K-12 Half day students/staff
	9	Full day professional development, no school
	27-Apr 3	Spring break, no students/staff
April	6	School resumes
	10	Half day professional development (am) / No students
May	22	JHS graduation, half day JHS only, students/staff
	25	Memorial Day, no school
June	3	JHS exams
	4	JHS exams, K-12 half day students/full day staff
	5	JHS exams; K-12 last half day students/Records Day

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**APPENDIX B-1**

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**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		1.057460	1.147960	1.227150	1.306280
3		1.114990	1.216760	1.301610	1.385470
4		1.172450	1.285570	1.375090	1.464660
5		1.229970	1.354370	1.448620	1.542860
6		1.287440	1.422220	1.522120	1.622050
7		1.344940	1.491030	1.595660	1.701200
8		1.402460	1.559860	1.669160	1.779450
9		1.459930	1.627710	1.743620	1.858580
10		1.517420	1.696510	1.817130	1.937780
11		1.574920	1.765290	1.890630	2.015990
12		1.590510	1.782780	1.909370	2.035960

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. Employees must receive an advance degree from an accredited university or college found on the U.S. Department of Education's Database of Accredited Postsecondary Institutions and Programs. Any exceptions to the foregoing requirement will be a matter for discussion at Professional Council.

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**APPENDIX B-1-A**

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**JACKSON PUBLIC SCHOOLS  
PROFESSIONAL NEGOTIATIONS AGREEMENT  
Teacher Salary Schedule**

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	36,330	40,574	43,824	46,805	49,826
2	<del>37,264</del>	42,905	46,577	49,789	53,001
3	<del>39,009</del>	45,238	49,368	52,811	56,214
4	40,864	47,570	52,159	55,792	59,426
5	42,721	49,903	54,951	58,775	62,600
6	44,575	52,235	57,704	61,756	65,813
7	<del>46,431</del>	54,569	60,496	64,741	69,023
8	<del>48,325</del>	56,902	63,288	67,723	72,199
9	<del>50,179</del>	59,234	66,041	70,745	75,409
10	<del>52,035</del>	61,567	68,833	73,727	78,622
11	<del>53,892</del>	63,899	71,626	76,710	81,795
12	<del>54,424</del>	64,532	72,332	77,469	82,606

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

July 1, 2019 – June 30, 2020 = All teachers shall advance one (1) step on the salary schedule. Teachers currently at Step 12 shall receive an off-schedule payment equal to 1.0% of his/her base pay, said payment to be paid in the first payroll period of December.

July 1, 2020 – June 30, 2021 = All teachers shall advance one (1) step on the salary schedule. If enrollment for the 2019-2020 academic year was 4800 or above, teachers currently at Step 12 shall receive an off-

schedule payment equal to 1.0% of his/her base pay, said payment to be paid in the first payroll period of December.

July 1, 2021 – June 30, 2022 = If enrollment for the 2020-2021 academic year was 4,660 or above, all teachers shall advance one (1) step on the salary schedule. If enrollment for the 2020-2021 academic year was 4,660 or above, teachers currently at Step 12 shall receive an off-schedule payment equal to 1.0% of his/her base pay, said payment to be paid in the first payroll period of December.

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## APPENDIX B-2

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### 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.

**A. Coaching Positions**

- (1) High School Coaching Positions
  - a. Head Coach Football = 24%
  - b. Head Coach Basketball = 20%
  - c. All Other Head Coaches = 16.5%
  - d. Assistant Coaches = 12.5%
  
- (2) Middle School Coaches
  - a. Head Coaches = 7.0%
  - b. Assistant Coaches = 4.5%

**B. Intramural Rate:**

.00054 x Level 1, Step 1 in Appendix B-1-A

**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%	2.0%	2.0%
Senior Class Advisor			4.0%
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.

	<b>Elementary</b>	<b>Middle School</b>	<b>Senior High</b>
Band		7.5%	14.00%
Orchestra		2.5%	4.00% (Including Pep Band)
Vocal Music		4.0%	8.75%
** Yearbook Advisor		8.0%	8.00%
** Newspaper Advisor		4.0%	8.00%
Debate			11.00%
Forensics			5.00%
Dramatics			10.00%
Hourly Substituting		1%/Hour \$33.50	1%/Hour \$33.50
Tutors	.06%/Hour	.06%/Hour	.06%/Hour
Title I	.06%/Hour	.06%/Hour	.06%/Hour
Elem. Back-to-Back	6.0%		

	<b>Elementary</b>	<b>Middle School</b>	<b>Senior High</b>
Middle School Student Council Advisor		4.0%	
Summer School Instructor	\$33.50/Hour	\$33.50/Hour	\$33.50/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 Coordinator			12%
Equations Coach			10%
Coordinator for Health and Human Services			25%

\*\* 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 \$33.50.
  - 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 \$33.50. Such supplementary courses shall be identified as such when posted and the posting shall include the \$33.50 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 \$33.50 or the grant rate, whichever applies.
  - M. Positions in Appendix B-2 and all pay for positions set forth in Appendix B-2 are to be placed/administered through a third-party employer. However, notwithstanding the foregoing, at the request of a teacher, in a teacher's final years of employment (three (3) years MIP or (5) years Basic), the teacher's employment in a position in Appendix B-2 and all pay related thereto, shall occur directly through the District. This arrangement shall not continue for more than five (5) consecutive years.

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**APPENDIX C**

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**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

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**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.

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## **APPENDIX D**

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### **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. Nicole Johnson, Human Resources
3. Geoff Lowes, JEA President
4. Grievant
5. Building Administrator
6. Milton Rehberg, MEA UniServ Director
7. Grievance Chairperson(s):

**JACKSON EDUCATION ASSOCIATION**

Grievance No.: \_\_\_\_\_

Refer to PNA for Timeline

Building	Assignment	Name of Grievant	Date Filed
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**LEVEL I**

The Level I meeting should discuss: (1) clarification of the issue; (2) response by both parties; and (3) resolution of the issue:

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## APPENDIX F

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### 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