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E. J. E. A.
MASTER AGREEMENT

1972-1973

East Jackson Public Schools
1566 N. Sutton Rd.
Jackson, Michigan 49202

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all professional, certificated personnel, including all teaching personnel employed or to be employed by the Board (whether or not assigned to a public school building), librarians, guidance counselors, but excluding administrative and supervisory personnel, clerical and custodial employees.
- B. The term "teacher", when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers.
- C. The term "Board" shall include its officers, members, and agents.
- D. The Board agrees not to negotiate with any professional organization other than the Association for the duration of this Agreement. Nothing contained herein shall be construed to prevent any individual teacher from presenting a grievance and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given opportunity to be present at such adjustment.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher or the Board rights either may have under the Michigan General School Laws. Other rights granted hereunder are in addition to those provided elsewhere.

ARTICLE II

ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to all Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- B. The Association may use the school buildings for meetings if prior approval is obtained from the Building Principal at least 48 hours in advance. Bulletin board space, conveniently located, and other established media of communication shall be made available to the Association. Telephones will not be provided in the teachers' workrooms for the exclusive use of the Association.

- C. The Board agrees to furnish to the Association in response to reasonable requests from time to time all pertinent information concerning the financial resources of the district, tentative budgetary requirements and allocations and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and students.
- D. While the private and personal life of any teacher, particularly his religious or political activities, is not the concern of the Board and shall not be grounds for discipline or discrimination with respect to professional employment, the Association agrees that exceptions can be made only if a teacher in his private life, conducts himself in such a manner that his conduct adversely affects his relationship to students or the discharge of his teaching duties.
- E. The Board shall make available in each school adequate lunchroom, rest room, and lavatory facilities, exclusively for teachers and at least one room, which shall be reserved for use as a faculty room in which smoking shall be permitted.
- F. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided this does not interfere or interrupt normal school operations. Approval to transact such business shall be obtained from the Building Principal.

ARTICLE III

PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association, including the NEA and MEA. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-tenth of such dues from the first regular salary check of the teacher each month for ten months, beginning in September and ending in June. Deductions for teachers employed after the commencement of the school year shall be pro-rated to complete payments by the following June.

- B. It is recognized that the proper negotiations agreements entail expenses which are appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, (EJEA, MEA, NEA), which sum shall be forwarded to the Association. In the event that a teacher shall not pay such fee directly to the Association, within 90 days of the beginning of the school year, or authorize payment through payroll deductions, within 30 days of the beginning of the school year, the Board shall cause the termination of employment of such teacher at the end of the school year. For a half-day teacher--pay to the EJEA--full professional dues. The parties expressly recognize that the failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. In the event the Board attempts or does live up to the provisions of this paragraph, the Association agrees to hold the Board harmless from any and all damages and judgments which may result from such action. If at any time during the duration of this Agreement the Association authorizes, causes or engages in, or sanctions any strike, or work stoppage of any kind, or pickets, then this paragraph shall become null and void and inoperative during the life of this Agreement.
- C. The Association agrees promptly to advise the Board of all members of the Association in good standing from time to time and to furnish any other information needed by the Board to fulfill the provisions of this Article, and not otherwise available to the Board.
- D. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, and savings bonds, charitable donations and other plans or programs approved jointly by the Association and the Board. The Board shall make salary deductions for no more than four (4) different annuity programs, the four being those designated by the Association. If at any time during the duration of this agreement the Association authorizes, causes or engages in, or sanctions any strike, or work stoppage of any kind, or pickets, then this paragraph shall become null and void and inoperative during the life of this agreement.
- E. The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status, or membership in, or association with, the activities of any teacher organization. The Board and the Association pledge themselves to extend

the advantages of public education, to every student without regard to race, religion, sex, color or national origin and to achieve full equality of educational opportunity to all pupils.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including, but without limiting the generality of the foregoing; the management and control of school properties, facilities, grades and courses of instruction, athletic and recreational programs, methods of instruction and the selection, direction, transfer, promotion or demotion, discipline or dismissal of personnel.
- B. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by specific and expressed terms of the Agreement and by Act 379 of the Michigan Public Acts of 1965.
- C. In the event the Board decides to reduce the number of teachers through lay-off of employment, or to reduce the number of teachers in a given subject area, field, or program or eliminate or consolidate positions, the Board shall determine the order of said reduction provided, however, such action shall not be contrary to the priorities established under the Tenure Act.

In the event that it becomes necessary to reduce the number of teachers through lay-off from employment by the Board, then the teachers with the most service with the District who are qualified shall be retained.

The Board shall give thirty (30) days written notice of possible lay-off to the Association and the individuals involved, and in any event, ten (10) days written notice shall be given in all cases. It is further agreed that any lay-off pursuant to this Article shall suspend for the duration of the lay-off, the Board's obligation to pay salary or fringe benefits under any teachers (tenure and non-tenure) individual employment contract or under this collective bargaining agreement.

The Board shall recall tenure teachers by seniority when qualified.

The Board shall give written notice of recall from lay-off by sending a registered or certified letter or telegram to said teacher, at his last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with lay-offs, recall or other notice to the teacher. If a teacher fails to notify the Board within ten (10) school days from the date of mailing of the recall, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit.

ARTICLE V

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The salary schedule is based upon the regular school calendar of 184 days, consisting of 182 attendance days and/or minimum State requirements, and 2 days for record days. The Professional Council may schedule in-service sessions. Attendance is voluntary.
- C. For the term of this Agreement the school calendar shall be as set forth in Schedule D. Any deviation may be subject to the Grievance Procedure.
- D. Classroom teachers shall not be required to report more than one (1) day prior to the beginning of classes in September or to remain more than one (1) day after the closing of classes in June.
- E. A teacher engaged during the school day in negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary.
- F. For voluntary classroom assignments in excess of the normal class teaching hours a teacher will be reimbursed up to 1/6 of his salary. Substitute teaching during a teacher's regularly unassigned preparation period will be compensated at the rate of \$4.50 per period.
- G. Teachers requested by the Principal to drive personal automobiles for school business shall receive an allowance of 9¢ per mile.
- H. Credit for teaching experience outside the system shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is deemed satisfactory. Credit may be given up to a maximum of five (5)

years of experience. No credit will be given for fractional portions of years. Those employees currently employed by the District shall not be affected by this Article.

- I. Increments become effective September 1 of each year and advancement under the salary schedule, which shall include advancement to a higher salary scale, shall be automatic as of the beginning of each semester following completion of required academic or professional courses. Master pay scale also covers a BA + 30 semester hours or the equivalent. (BA + 30 semester hours or the equivalent = MA scale). All certificated employees employed by the Board after the effective date of this Agreement will be awarded Master pay scale only if they possess a Master's Degree and are assigned to teaching predominantly within the area of the Master's Degree major.
- J. Substitute teachers will be paid an amount comparable with the pay of the majority of schools in Jackson County.
- K. Part-time teachers' salaries shall be pro-rated on the salary schedule.
- L. Extra-curricular salary schedule is herein defined in Schedule C of this Agreement.

ARTICLE VI

TEACHER CERTIFICATION

- A. Since pupils are entitled to be taught by fully qualified teachers, no new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university and possess at least a provisional teaching certificate.
- B. If a vacancy should exist one (1) week prior to the opening day of school, or, occur during the school year, such vacancy may be filled by a term substitute and shall be paid at the rate for which they would be eligible under regular contract.
- C. No teacher who possesses less than a provisional certificate shall be hired for more than ninety (90) days, or more than one (1) semester, in any one year. Exceptions may be made following a discussion by the Board and the EJEA.
- D. Teachers shall not be assigned outside their teaching certification or major or minor field of study except temporarily and for a good cause and the Association shall be notified in each instance along with a written statement, of reasons for such assignment.

ARTICLE VII

TEACHING CONDITIONS AND HOURS

- A. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure 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 day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.
- B. The Board recognizes that appropriate texts, library reference facilities, map, globes, laboratory equipment, current periodicals, standard tests and questionnaires, field trips and similar materials are the tools of the teaching profession. The Agents of the Board and the Association will confer for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably equipped.
- C. All teachers shall be required to be at their assigned work stations at the beginning of the school day and leave the building at the end of the school day at the times designated by the Board. Teachers may not be required to remain at work, or in the building for more than seven hours-thirty minutes per day. Teachers shall not leave their building during the prescribed work day without the approval of the building Principal. For absences of an extended nature the teacher shall apply to and get approval of the Professional Council.
- D. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
- E. Teachers in Middle and Senior High Schools shall have a daily planning period providing it does not interfere with Assemblies, Field Trips, Parent Conferences, or the proctoring of examinations.
- F. Teacher aides shall be provided for recess and lunch hour duties in the elementary school unless the financial condition of the District is such that a general reduction of program is necessary. Aides will be layed-off before certificated staff. The Board agrees to discuss with the Association the financial problem that may cause the said lay-off.
- G. In order that the individual child may be better understood, and his social and emotional growth, we shall, if possible, have at least one (1) full-time counselor assigned to each building in the school system.

- H. Full-time librarians shall be provided in each building, whenever possible.
- I. It is mandatory that teachers make careful daily preparation and attend all staff meetings. Failure to do so shall be grounds for the filing of an administrative grievance.
- J. Elementary teachers will be provided a fifteen (15) minute relief period, both morning and afternoon, each day, whenever possible, as defined in Article VII - F. In addition, elementary teachers may use, for preparation and conferences, all time during which their classes are receiving instruction from various teaching specialists.
- K. Nothing in this Article shall require the Board to keep schools open in the event of severe inclement weather or when otherwise prevented by act of God. When the schools are closed to students due to the above conditions teachers shall not be required to report for duty.

ARTICLE VIII

TEACHER ASSIGNMENT AND CLASS LOAD

- A. Teachers who will be affected by a change in grade or subject assignments will be notified and consulted by their Principals as soon as change is contemplated.
- B. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited, whenever possible.

ARTICLE IX

VACANCIES AND PROMOTIONS

- A. Whenever any vacancy in any professional position (administrative or teaching) in the district shall occur, the Board shall publicize the same by posting such vacancy on the teacher's bulletin board in every school building. No vacancy shall be filled, except in case of extreme emergency, on a temporary basis, until such vacancy shall have been posted in accordance with the above provision for seven (7) days. Vacation posting will be on the bulletin board located outside the Office of the Superintendent.
- B. Any qualified teacher may apply, in writing, for such vacancy. In filling such vacancy, the Board agrees to give due weight to the professional background and the attainments of all applicants. The Board declares its support of a policy of promotions from within its own professional staff when qualified persons are available, however, the Board reserves the right to make the final decision.

ARTICLE X

LEAVE PAY

- A. Each teacher employed by the Board of Education shall be allowed twelve (12) days of sick leave each year with full pay for personal illness, illness, or emergency in the immediate family, two (2) of which could be used for personal business. If business days are not used--they accumulate as sick days. A personal business day may be used for any purpose at the discretion of the teacher, other than for extending vacation, with prior approval of date obtained from the Building Principal - except in case of emergency. Teachers will be asked to explain requested leave of absence from school before or after vacation period. Reasonable restrictions will be imposed on personal leave on such days. Absence from duty without pay will be authorized only in situations of extreme emergency. Unauthorized absences will be considered sufficient grounds for dismissal. A record of accumulated sick leave days will be furnished each teacher no later than sixty (60) days from the start of school.
- B. Sick leave not taken in any year shall be cumulative and in no case shall the number of days accumulated be more than one hundred (100) days.
- C. A doctor's statement shall be required after an absence of more than ten (10) successive school days.
- D. Any compensable injury or illness shall be covered by the Workmen's Compensation Law. The Board will supplement Workmen's in the amount necessary to equal regular salary as the teacher is eligible under Sick Leave.
- E. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. Failure to do so, as determined by the building Principal, will be sufficient grounds for an administrative grievance.
- F. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they shall call before 7:00 a. m. to report each day of unavailability for work, and by 3:00 p. m. of the same day their tentative availability for the next day. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

ARTICLE XI

LEAVES OF ABSENCE

- A. Any teacher whose personal illness extends beyond the

period compensated under Article X shall be granted a leave of absence without pay until recovered from the illness or until the end of the current school year, whichever is sooner, and the leave may be renewed each year upon written request by the teacher.

B. Leaves of absence with pay chargeable against the teacher's accrued sick leave shall be granted for the following reasons:

1. Critical illness in the immediate family.
2. When emergency illness in his family requires the teacher to make arrangements for necessary medical or nursing care.
3. Emergencies which may arise due to accidents, fire, or acts of God.
4. Time necessary for attendance at a funeral service of a member of the immediate family will be limited to four (4) school days.
(A) Immediate family as defined shall include father, mother, son, daughter, sister, brother, husband, wife.
(B) Immediate family or any person whose relationship to the teacher merits attendance at the funeral.
5. Son or daughter leaving for Armed Forces induction or Active Duty.
6. Child born to wife.

C. Leaves of absence with pay not chargeable against the teacher's accrued sick leave shall be granted for the following reasons:

1. Court appearance as a witness in cases connected with teacher's employment, or whenever the teacher is subpoenaed to attend any proceeding if school-connected.
2. Administrative approved visitation at other schools or for attending educational conferences or conventions, including Michigan Education meetings.
3. Time necessary to take the selective service and/or United States armed forces pre-induction physical examination.
4. President of Association and/or official delegates of the Association shall be entitled to attend official sessions of MEA representative assembly and other local, state or national association business without loss of pay limited to a total of five (5) man days per school year. Attendance at other association meetings resulting in loss of teaching time may be done without pay upon advance written notice to the Personnel Office.
5. To serve on jury duty after efforts of the Board to obtain excuse fails, the teacher granted leave with pay for this purpose will provide evidence of

the amount of pay received from the court in order that the teaching salary received during the period might be reduced a like amount.

D. Leaves of absence not exceeding one year without pay may be granted upon application for the following reasons:

1. Study related to the teacher's certification field.
2. Study to meet eligibility requirements for a certificate other than that held by the teacher.
3. Study, research, or special teaching assignment involving probable advantage to the school system.
4. A leave of absence without pay shall be granted, at the teacher's request, for up to one year for the purpose of maternity or adoption. It may be renewable annually upon approval of the Board. A notification of pregnancy shall be submitted to the Superintendent's Office no later than five (5) months prior to the expected date of delivery. The application for such leave shall be received by the Superintendent's Office no later than thirty (30) calendar days prior to the effective date of such leave and shall include a statement of the exact date on which the teacher wishes to terminate her teaching. Emergency circumstances making the thirty-day notice impossible will be accepted only upon verification by the teacher's physician.

The teacher may continue teaching as long as she can continue her regularly assigned responsibilities. Monthly doctor's statements to this effect shall be furnished.

In the event that the teacher who chooses to remain at her job sustains a work-oriented injury, either to herself or her unborn child, the Board shall be liable only as it applies to, and is covered by Workman's Compensation Act. The Board may ask the teacher's physician to verify same.

A teacher on leave under the above conditions wishing to return to duty shall file a written request with the Superintendent's Office at least sixty (60) calendar days prior to the date she wishes to return to teaching or prior to the end of the leave. The teacher shall be returned when a position for which she is certified and qualified is available. The teacher may be required to furnish a physician's statement indicating that her health permits her to resume full responsibility of teaching.

The leave for the adoption of a child shall begin at a mutually agreed upon time between the Board and the teacher.

If a teacher does not comply with the above conditions the right to such a leave and/or right may be denied by the Board.

- E. Leaves of absence shall be granted up to two (2) years to any Tenure teacher who joins the Peace Corps as a full time participant in such program or to any teacher who serves in any school operated by any agency of the government of the United States or of the State of Michigan. Any period so served shall be treated as time taught for purposes of the salary schedule set forth in Appendix A of this Agreement - providing that the teacher give notice three (3) months in advance of the beginning of semester in which he plans to return.
- F. Teachers who are officers of the MEA or NEA Association, or are appointed to its staff, may upon proper application, be given one (1) year leave of absence without pay for the purpose of performing duties for the Association.
- G. Military leave -- all employees shall be granted a leave of absence without pay for the purposes of enlistment, conscription, or recall to active service in the military forces of the United States. Experience credit on the salary schedule (not to exceed two (2) years, except during a national emergency or when required by law to serve a longer period) shall continue to accrue during the leave for military service on a year-to-year basis without regard to previous military credit granted. Official evidence of service shall be required in order to qualify for this experience credit. No provisions of this paragraph shall apply to a person being separated from military service for other than honorable reasons. This leave may be extended for the duration of active service upon written request to the Superintendent.
- H. Upon return from leave of absence the teacher shall be assigned to the same position and/or a substantially equivalent position, if available. It is the responsibility of the teacher on leave to remain in contact with the Board and notify it of his intentions sixty (60) days prior to being available for employment.
- I. When requesting leave with pay the teacher must indicate where he or she may be reached during the absence from duty.
- J. Under no circumstances may a teacher take a leave day with pay for the purpose of supplementing his income.
- K. No accumulated leave, seniority, or advancement on the salary schedule shall be given during any leave of absence without pay unless otherwise specified in agreement.

ARTICLE XII

TERMINAL LEAVE

In appreciation for services to the School District, a terminal leave payment of 1/4 of 1% per year of the retiring year's pay, not to exceed a maximum of 5%, will be paid to all teachers qualifying for retirement under Michigan Retirement Act, upon retirement, provided this teacher shall have been employed in the School District for ten (10) years or more.

ARTICLE XIII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Each teacher shall have the right upon request to review the contents of his own personal file with the exception of references or recommendations given in confidence by a former employer or institution.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of discipline or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.
- D. No teacher shall be disciplined, reprimanded, reduced in status or compensation, or deprived of any professional advantages without just cause. Any such discipline, reprimand or reduction shall be subject to the professional grievance negotiations procedure hereinafter set forth.
- E. Teacher evaluation shall be made in conformance with the East Jackson Public Schools Tenure Policy - provided that any teacher may request an evaluation other than provided for by the Tenure Policy.

ARTICLE XIV

PROTECTION OF TEACHERS

- A. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the schools. The Board further recognizes that the teacher may not fairly be

expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psycho therapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take the necessary steps to relieve the teacher of responsibilities with respect to such pupil.

- B. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall provide all reasonable legal assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.
- C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- D. The Board shall provide each teacher with a secured facility in which he may safe-guard personal property necessary to the performance of his duty.
- E. Any complaints by a parent or guardian of a student, directed toward a teacher shall be promptly called to the teacher's attention with all information revealed to the teacher and personal confrontation if necessary.

ARTICLE XV

NEGOTIATION PROCEDURES

- A. It is contemplated that terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual agreement in writing between the parties. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters may from time to time arise of vital mutual concern of the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual discussion of such matter be provided. The parties accordingly undertake to cooperate in arranging meetings, selecting representatives for discussion, furnishing necessary information and otherwise constructively considered and resolving any such matters.
- B. At least one hundred-twenty (120) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an agreement covering the 1973-74 school year.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations contingent upon Board approval.
- D. If the parties fail to reach an agreement in any such negotiations either party may evoke the mediation machinery of the State Labor Mediation Board or take any other lawful measures it may deem appropriate.
- E. The Association will not engage in or encourage strike action of any type during the life of this Agreement.

ARTICLE XVI

PROFESSIONAL GRIEVANCE PROCEDURE

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any rule, order or regulation of the Board may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association representative in each building. Within five (5) school days of the occurrence of the alleged violation a copy of the grievance form shall be delivered to the Principal or Supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.
- C. Within three (3) school days of receipt of the grievance, the Principal or Supervisor shall meet with the Association in an effort to resolve the grievance. The Principal or Supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or, if no disposition has been made within three (3) school days from the meeting (or six school days from the the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of

of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.

- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent or his designee, or, if no disposition has been made within three (3) school days of such meeting (or six school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting, or two (2) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate. Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.
- F. If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to the State Labor Mediation Board. The mediator shall have no power to alter, add to, or subtract from the terms of this Agreement.
- G. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and adherence to the same time limits may result in hardship nevertheless, the Board shall process such grievance prior to the end of the school term.
- H. If an individual teacher has a personal complaint which he desires to discuss with a supervisor, he is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement in the administration of the grievance procedure. The interests of the teachers shall be the sole responsibility of the Association.

ARTICLE XVII

ADMINISTRATIVE GRIEVANCE PROCEDURE

A claim by an administrator that there has been a violation, misinterpretation or misapplication of any provision of this Agreement, or any rule, order, or regulation of the Board, may be processed as a grievance by an administrator as herein provided:

1. The Building Principal shall present a written citation of the violation to the teacher. A copy of this citation shall be presented to the President of the EJEA.
2. Within five (5) school days the Building representative shall discuss the citation with the teacher to whom it has been presented and will present the Principal a written statement of the disposition of the grievance, signed by both the teacher and the Building representative.
3. If this fails to resolve the matter, a second written citation of the violation shall be presented to both the teacher and the Ethics Committee of the Association. The Ethics Committee shall meet no later than five (5) school days following the presentation of the second citation. It shall report in writing to both the Principal and Superintendent regarding the disposition of the grievance within five (5) school days of such a meeting.
4. Should the violation continue, the Building Principal shall present a third written citation to the Professional Council.
5. The Professional Council will consider this third written citation at its next regularly scheduled meeting and make recommendation to the Building Principal as to disposition of the matter.

ARTICLE XVIII

PROFESSIONAL COUNCIL

- A. Members of the Professional Council will be:
 1. EJEA President and four (4) members appointed by the Executive Board.
 2. Superintendent and four (4) persons designated by the Board.
- B. The Council shall meet at least once a month and discuss subjects relating to the school system.
- C. This Council shall not act in any way as a policy making body.
- D. The Council shall meet at least once each month, during the teaching day, and discuss subjects relating to the school system. No more than one (1) additional meeting, if necessary, will be held each month outside regular teaching hours, as determined by majority vote of Council members.

ARTICLE XIX

PROFESSIONAL EDUCATIONAL CONFERENCES

- A. Upon application, permission may be granted for a teacher to attend no more than one (1) professional educational conference per year in his teaching field approved by the Principal and Superintendent and may attend any such meetings as requested by the administration, or Board of Education.

ARTICLE XX

INSURANCE PROTECTION

- A. The provisions of this Article shall apply only to insurance programs sponsored by or affiliated with the Michigan Education Special Services Association.
- B. The Board agrees to pay Full Basic Medical Insurance (MESSA) as needed OR Delta Dental Plan E.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

- A. Upon request the Association shall be duly advised by the Board of Education of Fiscal, budgetary, and tax programs affecting the district. The Association shall, whenever feasible, have the opportunity, in advance, to consult with the Board with respect thereto prior to a general publication. Each building shall receive a copy of the Board proceedings of meetings.
- B. All individual teacher contracts shall be made expressly subject to the terms of this Agreement, the provisions of the Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Teachers who know they will be leaving the employ of this district shall notify the Superintendent, in writing, no later than May 15 of their intent.
- E. Each teacher will have a chest x-ray or tuberculin skin test and supply evidence of result to the Superintendent prior to the first day of October each year. Failure to do so may result in suspension. The School Board will furnish cards, by mail, prior to the beginning of the school year.

ARTICLE XXII

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1972 and shall continue in full effect until the 31st day of August, 1973 with option for an appeal by both the Board and the Association to negotiate specific sections if approved by mutual agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION

EDUCATION ASSOCIATION

BY _____
Its President

BY _____
Its President

BY _____
Its Secretary

BY _____
Its Secretary

Approved by the East Jackson Education.

Approved by the Board of Education of the East Jackson Public Schools.

DATE: _____

SCHEDULE A

EAST JACKSON PUBLIC SCHOOLS

TEACHER SALARY SCHEDULE

1972-73

<u>BACHELOR DEGREE</u>		<u>MASTER DEGREE</u>	
1.	\$ 7,808.	1.	\$ 8,328.
2.	8,240.	2.	8,817.
3.	8,672.	3.	9,307.
4.	9,104.	4.	9,796.
5.	9,536.	5.	10,285.
6.	10,020.	6.	10,826.
7.	10,452.	7.	11,316.
8.	10,884.	8.	11,805.
9.	11,316.	9.	12,294.
10.	11,748.	10.	12,783.
11.	12,180.	11.	13,273.

SCHEDULE B

EXTRA CURRICULAR COMPENSATION-ATHLETICS

Athletic Director	$\frac{\$}{.13}$
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Football

Head	.11
Varsity Assistant	.07
Varsity Assistant	.07
Reserve	.07
Reserve Assistant	.07
Middle School	.05
Middle School	.05

Basketball

Head	.11
Reserve	.08
Freshman	.06
8th	.05
7th	.05
6th	.05

Wrestling

Head	.09
Reserve	.06

Cross Country

Head	.06
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Track

Head	.08
Varsity Assistant	.05
Reserve	.05
Middle School	.04

Baseball

Head	.08
Reserve	.05

Golf .06

1. Five years credit is allowed for outside coaching experience.
2. Credit in each sport is determined by the experience of the coach in that particular sport. No distinction is made on the basis of whether that experience was as a head coach, assistant coach, etc..

SCHEDULE C

GENERAL SERVICES

<u>Band Director</u>	
High School	\$500.
Middle School	250.
High School Cheerleader Director	300.
Middle School Cheerleader Director	175.
Yearbook Advisor	150.
High School Student Council	400.
Middle School Student Council	150.
F. T. A. Sponsor	75.
Hostess Club Director	75.
Musical Drama Director	200.
Counselor-High School (\$200. ea.)	400.
Shop-Extra Services (\$200. ea.)	800.
Type A Teacher (\$200. ea.)	600.
Jr. or Sr. Class Sponsor (\$100. ea.)	200.
Freshman or Sophomore Class Sponsor (\$75. ea.)	150.
Varsity Club	75.
Honor Society	75.
<u>Safety Patrol</u>	
Memorial Elementary	100.
Robinson Elementary	75.
Driver Education (\$5 per hour)	
Library Club Sponsor	75.
Art Club Sponsor	75.

SCHEDULE D

EAST JACKSON PUBLIC SCHOOLS CALENDAR 1972-73

FIRST SEMESTER

<u>WEEKS</u>	<u>ATTENDANCE DAYS</u>	<u>NON-ATTENDANCE DAYS</u>
SEPT. 4- 8	4	Sept. 4-Labor Day
11-15	5	Sept. 5-Teacher work day-morn.
18-22	5	
25-29	5 19	
OCT. 2- 6	5	
9-13	5	
16-20	5	
23-27	5	
30-N-3	5 25	
NOV. 6-10	5	
13-17	5	
20-24	3	Nov. 23-24 Thanksgiving Holiday
27-D-1	5 18	
DEC. 4- 8	5	
11-15	5	
18-22	5	
25-29	0 15	Dec. 25-29 Winter Holiday
JAN. 1- 5	4	Jan. 1 New Year's Day
8-12	5	
15-19	4 13	Jan. 19-Records Day
<u>SEMESTER TOTAL</u>		<u>90</u>

SECOND SEMESTER

JAN. 22-26	5	
29-F-2	5 10	
FEB. 5- 9	5	
12-16	5	
19-23	5	
26-M-2	5 20	
MAR. 5- 9	5	
12-16	5	
19-23	5	
26-30	5 20	
APR. 2- 6	0	Apr. 2-6 Spring Vacation
9-13	5	
16-20	4	Apr. 20-Good Friday
23-27	5	
30-M-4	5 19	
MAY 7-11	5	
14-18	5	
21-25	5	
28-J-1	4	May 28-Memorial Day Holiday
JUNE 4- 8	4 23	June 8-Records Day
<u>SEMESTER TOTAL</u>		<u>92</u>

TOTAL SCHEDULED ATTENDANCE DAYS: 182