

August 31, 1976

NEGOTIATED AGREEMENT

BETWEEN

THE JACKSON COUNTY EDUCATION ASSOCIATION

AND

THE BOARD OF EDUCATION

OF THE

EAST JACKSON SCHOOL DISTRICT

This agreement is entered into as of this September 1, 1975 by and between the Board of Education of East Jackson School District, hereinafter called "The Board," and the Jackson County Education Association, hereinafter called "The Association".

NEA - Jackson  
710 Wildwood  
Jackson, Mi.  
49201

East Jackson

School District

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Jackson County Education Association (hereinafter called the "Association") as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all 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, substitute teachers, clerical and custodial employees.
- B. The term "teacher," when used in this Agreement shall refer to all classroom teachers, librarians, and guidance counselors employed under individual contract for a full year at no less than three (3) hours daily or two (2) full days per week, and term substitutes employed on a date certain basis for ninety (90) consecutive teaching days or more, by the East Jackson Public Schools represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers. At no time will a teacher be employed for less than three (3) hours daily for the purpose of reducing the number of employees covered by the terms of this Agreement.
- C. The term "Board" shall include its officers, members, and agents.
- D. The Board agrees not to negotiate with any professional organization other than the Association for the duration of this Agreement.
- 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, Tenure Act, or other applicable laws and regulations. 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 statues pertaining to teachers' rights and responsibilities. The Association also agrees to abide with all Board of Education written policies and procedures not inconsistent with the terms of this Agreement.

- B. The Association may use the school buildings for meetings if prior approval is obtained from the Building Principal at least forty-eight (48) hours in advance. Bulletin board space, conveniently located shall be made available to 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. Published agendas shall be made available to each building representative and the Association President at the same time they are made available to the members of the Board of Education.
- D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, with approval of the Building Principal or his designee provided this does not interfere or interrupt normal school operations.
- E. Neither the Association nor individual teachers shall at any time during the life of this Agreement authorize, cause, or engage in, or sanction any strike, or work stoppage against the East Jackson Board of Education. For the purpose of this Agreement, a strike is defined as the failure to report for duty, the willful absence from one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful, and proper performance of duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of employment, compensation, or the rights and privileges or obligations of employees of the East Jackson Board of Education. If, during the life of this Agreement, the Association authorizes, causes, or engages in any strike against the East Jackson Board of Education as defined above, the Association recognizes that the Board may declare this Agreement null and void.

### ARTICLE III

#### TEACHER RIGHTS

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or

indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. The Board and the Association agree that the private life of a teacher is his own affair unless his conduct should adversely affect his relationship with students or the discharge of his teaching and other school related activities. If such conduct does exist the Board agrees to discuss the problem with the Association prior to taking any action in an effort to arrive at a satisfactory solution to the problem.
- C. 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.
- D. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.

#### 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 and Constitution of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To provide the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees.
  - 2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion; and to promote and transfer all such employees.

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

#### ARTICLE V.

##### 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 (10) 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,

(JCEA, 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 ninety (90) days of the beginning of the school year, or authorize payment through payroll deductions, within thirty (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 JCEA--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.

- 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 four (4) different annuity programs, the four (4) being those currently approved. Additional programs may be approved by the mutual consent of the Board and the Association.
- 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 of the district without regard to race, religion, sex, color or national origin and to achieve full equality of education opportunity to all pupils.

## ARTICLE VI

### WORKING CONDITIONS

#### A. Teaching Conditions and Hours

1. 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.
2. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard test and questionnaires, field trips and similar materials are the tools of the teaching profession. The 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. The teacher is responsible for utilizing instructional materials and equipment in a careful and prudent manner and to supervise the use of consumable supplies by students to make certain waste is kept at a minimum and respect for materials and supplies is taught.
3. 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 or his designee.
4. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
5. Teachers in the Middle and Senior High Schools shall have a daily planning period of at least one (1) class period during the student day providing it does not interfere with Assemblies, Field Trips, Parent Conferences, or the proctoring of examinations.



6. Teacher aides shall be provided for recess and lunch hour duties in the elementary schools for the duration of this contract.
7. 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 assignment to each building in the school system.
8. Full-time librarians shall be provided in each building, whenever possible.
9. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. Teachers shall make daily lesson preparation, prepare each week a written lesson plan covering the following weeks instruction, and attend all staff meetings. The Association and the Board agree that a teacher's attendance at and/or participation in PTA meetings, openhouses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is a professional responsibility to be exercised within the discretion of the teacher considering the nature of his remaining professional responsibilities.
10. Elementary teachers will be provided a fifteen (15) minute relief period, both morning and afternoon each day. In addition, elementary teachers may use, for preparation and conferences, all time during which their classes are receiving instruction from various teaching specialists, or are being supervised by teacher aides during the twenty-five (25) minute noon recess.
11. 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.
12. A teacher's primary responsibility is his classroom or regular facility in which his basic assignment occurs. However, supervision of students is the teacher's responsibility during the entire school day. It is recognized, though, that supervision of students outside regularly scheduled classes, study halls, or homerooms, etc., is possible only at those times when teachers are not engaged in other professional activities. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge. It is understood, however, that such teacher cooperation shall not obligate teachers to perform duties normally and customarily performed by janitorial, custodial, clerical, or administrative staff.

B. Teacher Assignment and Class Load

1. The Superintendent or Building Principal will discuss changes in grade or subject assignment with the teacher involved whenever plans for such changes become definite. Notification will be made of all changes contemplated for the following school year prior to the end of the current school year.
2. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited and students equally distributed within grade levels and subject areas, whenever possible.

ARTICLE VII

THE CALENDAR

The calendar for the East Jackson Schools shall be as set forth in Appendix E of this Agreement.

ARTICLE VIII

VACANCIES, PROMOTIONS & TRANSFERS

A. Vacancies and Promotions

1. 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 teachers' bulletin board in every school building. No vacancy shall be filled, except in cases 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 outside the Superintendent's office.
2. Any qualified teacher may apply, in writing, for such vacancy. In filling such vacancy, the Board agrees to give due weight to the following:
  - a. Certification
  - b. Length of service within the district
  - c. Professional qualifications and attainments.

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.

B. Teacher Certification

1. 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 Association.
2. 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.
3. 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.

ARTICLE IX

LEAVES OF ABSENCE

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

1. Absence due to illness or nonvocational accident of a teacher.
2. Absence due to illness or disabling accident of a teacher's immediate family, limited to ten (10) working days per year. Additional days will be available without pay, or through the sick leave bank. Immediate family is defined as father, mother, son, daughter, sister, brother, husband, and wife.
3. The teacher may use all or any portion of his sick leave to recover from his own illness which shall include child birth or complications of pregnancy.
4. At the beginning of the school year, each teacher shall be credited with twelve (12) sick days, two (2) of which may be used as personal business days. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred and five (105) days. Each teacher shall contribute one (1) sick-leave day to a sick-leave bank at the beginning of each school year whenever the bank is depleted to five hundred (500) days. The Board shall contribute additional days, if necessary, to insure a minimum of one hundred (100) days in the sick leave bank after the contribution of each teacher at the

beginning of each school year. Rules for the use of the sick leave bank shall be as follows:

- a. Upon request, medical verification will be given to the sick leave bank committee.
  - b. After exhaustion of an individual's sick leave days, a minimum of two (2) consecutive days must lapse before the teacher is eligible to apply for sick leave bank days.
  - c. Sick leave bank days may be granted as full days or half days.
  - d. Whenever possible, requests for sick leave bank days must be made in writing.
  - e. The Board must be notified in writing by the chairman of the Association Sick Leave Bank Committee or the Association President as to the number of days granted to each individual teacher.
  - f. The Association must keep reasonable records which are subject to review by the Board.
  - g. If an individual teacher's sick leave days have been exhausted, up to five (5) bereavement days may be granted from the sick leave bank for each death occurring in the immediate family (as defined in Paragraph A. 7) without loss of pay.
  - h. The maximum number of sick bank days which a person can use shall be fifty (50) days.
  - i. These regulations may not be changed without mutual agreement between the Board and the Association.
5. Absence due to injury or illness covered by Workmen's Compensation incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave for the first five (5) days of such absence. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Workmen's Compensation Act until accumulated sick leave is exhausted.
6. Two (2) personal business days 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 work 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.

7. Time necessary for attendance at a funeral service of a member of the immediate family will be limited to five (5) school days. Additional days will be available without pay. Immediate family for this purpose shall be defined as father, mother, mother-in-law, father-in-law, foster parents, son, daughter, sister, brother, husband, wife, or other person upon whom the teacher was dependent as a minor child.
8. A record of accumulated leave days will be furnished each teacher no later than sixty (60) days from the start of school.
9. Teachers shall be informed of a telephone number they will 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 unavailability for the next day. It shall be the responsibility of the Board to arrange for a substitute teacher.

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

1. Attendance at a ceremony where a degree is awarded to a teacher, for one (1) working day, or less, as necessary.
2. Absence when called for jury duty. The teacher granted leave with pay for this purpose will provide evidence of the amount of pay received from the court in order that the teaching salary received during the period might be reduced a like amount.
3. Court appearance as a witness in cases connected with the teacher's employment, or whenever the teacher is subpoenaed to attend any proceeding. 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.
4. Time to take Selective Service examination, not to exceed one (1) day.

C. Leaves of Absence Without Pay

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

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

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

1. Ill health: Such leaves of absence which extend beyond time compensated under leave with pay must be accompanied by a statement from the attending physician verifying that the employee's health condition precludes his continued satisfactory performance of his assigned duties. A request to return to regular duties with the District must be accompanied by a statement from a physician that he is able to resume his regular duties. No experience credit on the salary schedule shall be granted.
2. Illness in Immediate Family: Immediate family is defined as in Paragraph A. 2. No experience credit on the salary schedule shall be granted.
3. Maternity Leave: Such leaves of absence will be granted upon written request of the teacher to the Board and must be accompanied by a statement from the attending physician. Before returning, the teacher shall submit a statement from a physician to the Board that she is in fit physical condition to perform her duties. In the event of miscarriage or should the death of the child occur during the period of maternity leave, the termination of leave may be adjusted by the Board upon the request of the teacher. No experience credit on the salary schedule shall be granted.
4. Paternal Leave: Paternal Leave without pay shall be granted upon request to teacher-fathers, upon the birth of a child, up to a maximum of one (1) year, for purposes of child care. Notice requirements and experience credit shall be the same as in the Maternity Leave section of this Article.
5. Adoptive Leave: Adoptive Leave without pay, if requested by the adoptive parent, shall be granted for a period not to exceed one (1) year. Notice requirements and experience credit shall be the same as in the Maternity Section of this Article.

6. Exchange Teacher Program: Teachers may be granted leave of absence for the purpose of foreign or domestic exchange teacher programs. In the case where the exchange teacher is paid by his home school (at no expense to the East Jackson Public Schools) the East Jackson teacher shall remain on the East Jackson payroll the same as if he were at East Jackson for that year, provided that the East Jackson teacher is not receiving compensation from the other school system. Experience credit on the salary schedule will be granted for the actual teaching time involved.
7. Foreign and Military Teaching Programs: A leave of absence of up to two (2) years may be granted to a teacher for the purpose of participating in the Peace Corps, Teachers' Corps, or Job Corps as a full-time participant in such programs related to his professional responsibilities, provided such teacher states his intention to return to the school system. Experience credit on the salary schedule will be granted for the actual teaching time involved.
8. Advanced Study: Teachers may be granted a leave of absence without pay for the purpose of completing requirements of permanent certification or obtaining an advanced degree. No experience credit on the salary schedule will be granted.
9. The Association will be allowed a total of ten (10) school days with pay per school year for teachers who are officers of the Association or are appointed to its staff to attend official sessions of the MEA Representative Assembly and other local, state, or national business. Three (3) days written notice must be given to the Board by the Association for such leaves of absence and reimbursement by the Association will be made to the District for the substitute pay, except that the three (3) day notice may be waived by the Building Principal if circumstances warrant it. These days shall not be used for purposes of supporting strikes and/or other activities of a public nature with respect to protest of contract negotiations in any other school district.

D. Return From Leave of Absence

1. Any teacher wishing to return from leave of absence at a date other than that for which the leave was granted must make such request in writing to the Board at least thirty (30) days in advance subject to Board approval.
2. Teachers returning from leaves without pay, including Ill Health, Illness in Immediate Family, Maternity Leave, Paternal Leave, and Adoptive Leave, of not more than one hundred eighty (180) days (one school year) shall be offered their same assignment upon return, provided that

assignment is still in existence.

3. Teachers returning from leaves without pay, including Exchange Teacher Programs, Foreign and Military Teaching Programs, and Advanced Study, shall be offered an assignment comparable to that held by the teacher before going on leave, if such is available.
4. In all cases, the planned return date from leaves without pay must coincide with the beginning of the first or second semester of the school year.
5. If the salary schedule has changed during an employee's leave of absence, his basic salary shall be changed according to his service record, except as otherwise provided in this Article.

E. Temporary Assignment

Teachers who are placed on special assignment by the Board within the school system and who are away from their regular teaching position for a period of not less than ninety (90) days nor more than one hundred eighty (180) days shall be offered their previous assignment on completion of said assignment.

ARTICLE X

PROFESSIONAL COMPENSATION

- A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A which is attached to and incorporated in this Agreement.
- B. The salary schedule is based upon the regular school calendar as set forth in Appendix E consisting of one hundred eighty-five (185) days of teacher obligation of which one hundred eighty-one (181) are student days, three (3) teacher work days, and one (1) in-service education day to be scheduled by the Board.
- C. For the term of this Agreement the school calendar shall be as set forth in Schedule E.
- D. 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 \$7.00 per period.



- E. Any teacher whose duties require regular daily travel between two (2) or more schools will be reimbursed at the rate of fourteen cents (14¢) per mile, calculated and paid separately from the regular wages. The rate shall also apply for someone requested by his Principal to use his personal car for school business travel.
- F. 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.
- G. 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 September 1, 1973 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 or attain one of the following appropriate Master's Degree -- Elementary-Reading, Counseling, Elementary Curriculum, Elementary Education, Testing & Measurements, Education of Exceptional Children or any other subject matter of Elementary Curriculum -- Secondary-Reading, Counseling, Secondary Curriculum, Secondary Education, Testing & Measurements, Education of Exceptional Children.
- H. Part-time teachers' salaries shall be pro-rated on the salary schedule.
- I. Extra-curricular salary schedule is herein defined in Appendices B of this Agreement.
- J. 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. In addition the teacher will receive one-half (1/2) of the current substitute teacher pay for each day of unused sick leave up to a maximum of seventy (70) days.

- K. The provisions of this Article shall apply only to insurance programs sponsored by or affiliated with the Michigan Education Special Services Association.
- L. The Board agrees to pay Full Basic Medical Insurance (MESSA) Super Med II as needed or Delta Dental Plan E 07.

#### ARTICLE XI

##### 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 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 ten (10) school days of the occurrence or discovery of same alleged violation a copy of the grievance form shall be delivered to the Principal or Supervisor. If the grievance involves more than one (1) school building, it may be filed with the Superintendent or a representative designated by him.
- C. Within five (5) school days of receipt of the grievance, the Principal or Supervisor shall meet with the Association in an effort to resolve the grievance. The Principal or Supervisor shall indicate his disposition of the grievance in writing within five (5) 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 five (5) school days from the meeting (or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- 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 five (5) school days of such meeting (or ten (10) 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 four (4) calendar weeks, whichever shall be later, shall hold a hearing on the grievance, review such grievance in open 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. If either party is not satisfied with the resolution of Paragraph F then they may enter into a court of competent jurisdiction.
- 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 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 XII

### TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teachers.

- 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. No teacher shall be disciplined, reprimanded or reduced in status or compensation, without just cause.
- D. 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.
- E. A teacher shall at all times be entitled to have present a representative of the Association, or other representative of his choice, 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 is present.
- F. The Board, in recognition of the concept of progressive correction, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction.
- G. The Association recognizes that abuses of sick leave and other leaves, chronic tardiness or absences, willful deficiencies in professional performance, or other violations of professional behavior reflect adversely upon the teaching profession. The Association will use its best efforts to correct breaches of professional behavior by any teacher.

### ARTICLE XIII

#### REDUCTIONS IN PERSONNEL

##### A. Reductions in Staff

1. It is recognized by the parties of this Agreement that conditions such as lack of finances, changes in educational programs and decreases in enrollments may necessitate reduction in the teaching staff. In order to promote an orderly reduction, the following procedure will be used.
2. In the event layoffs are potentially necessary the Board shall discuss such layoffs with the Association and shall notify the affected staff members at least forty-five (45) days prior to the end of the previous school year.
3. In the event that it becomes necessary to reduce the numbers of teachers through layoff from employment by the Board, then the teachers with the most consecutive service with the District who are certified to teach the remaining positions shall be retained, except that probationary teachers shall be laid off first, according to date of hire.

4. The Board shall give thirty (30) days written notice of layoffs to the Association and the individuals involved. It is further agreed that any layoff pursuant to this Article shall suspend for the duration of the layoff the Board's obligation to pay salary and fringe benefits under any teacher's individual employment contract or under this collective bargaining agreement.
  5. The Board shall recall laid-off teachers in inverse order of layoff provided they are certified for the positions available. 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 of his intention to return to work, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit.
  6. The recall list shall be maintained for a period of three (3) years. Thereafter, a teacher on layoff shall lose his right to recall.
  7. Where programs have been terminated and reinstated, teachers have a right to return to their former positions.
- B. In the case of layoff, fringe benefits shall be continued for one (1) year provided the layed off teacher reimburses the Board the amount of the premiums.

#### ARTICLE XIV

##### STUDENT DISCIPLINE AND TEACHER PROTECTION

#### A. Student Discipline

1. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the schools. The Board further recognizes its responsibility to make every reasonable effort to place problem children in special programs designed to meet their needs. Whenever it appears that a particular pupil requires the attention of

special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take the necessary steps to relieve the teacher of responsibilities with respect to such pupil.

2. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault and shall provide all reasonable legal assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
4. 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.
5. Any complaints by a parent or guardian of a student, directed toward a teacher which may result in disciplinary action or inclusion in the teacher's personnel file or evaluation report shall be promptly called to the teacher's attention with all information revealed to the teacher and personal confrontation if necessary. Any complaint that is not brought to the teacher's attention will not be used in any future disciplinary action or evaluation.

B. Teacher Protection

1. A teacher shall at all times be entitled to have present a representative of the Association, or other representative of his choice, 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 is present.
2. The Board will reimburse the teacher for loss, damage or destruction of clothing or personal property which is used for instruction, or auto collision, if the auto is being driven on approved school business provided that:
  - a. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs while the teacher is engaged in school business.
  - b. The loss is not a result of negligence on the part of the teacher.

- c. The limitation in payment in each case is \$100 for clothing (no payment for hosiery), \$100 for auto collision losses, and \$100 for personal property.
- d. Applications for payment must be made on forms provided by the Superintendent, affirming the validity of the claim and that the loss is not covered by the teacher's personal insurance.
- e. All claims must be filed within ten (10) school days of date of occurrence or discovery of loss.

#### ARTICLE XV

##### NEGOTIATION PROCEDURES

- A. 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 1976-77 school year.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations contingent upon Board approval.
- C. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary, limited to no more than three (3) teachers at any one time.

#### ARTICLE XVI

##### PROFESSIONAL EDUCATIONAL CONFERENCES

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

#### ARTICLE XVII

##### PROFESSIONAL COUNCIL

- A. Membership of the Council shall consist of five (5) teachers appointed by the Association, and the five (5) persons designated by the district Board. Names of Council members will

be posted jointly by the Association and the Board no later than the close of the first month of each school year.

- B. The Council shall meet no more than once each month during the school day if the need for such a meeting is determined by either the Association or the Board. No more than one (1) additional meeting each month will be held, if need is determined, outside the school day, as scheduled by majority vote of Council members.
- C. Although the Council is not a policy making body, it shall discuss and recommend to the Superintendent and the Board regarding subjects relating to teaching and the school system and other items deemed appropriate by a majority of the Council.

#### ARTICLE XVIII

##### MISCELLANEOUS PROVISIONS

- A. The President of the Association shall have the right to speak at the Board meetings about any issue concerning the District.
- B. Further, 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.

#### ARTICLE XIX

##### DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1975 and shall continue in full effect until the 31st day of August, 1976 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.



JACKSON COUNTY EDUCATION  
ASSOCIATION

BOARD OF EDUCATION

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its President

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Its Secretary

By \_\_\_\_\_  
Chairperson, Negotiating  
Committee

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committee  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committee  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committee  
Member

By \_\_\_\_\_  
Member

By \_\_\_\_\_  
Negotiating Committee  
Member

By \_\_\_\_\_  
Member

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 1975.

SCHEDULE A  
 EAST JACKSON PUBLIC SCHOOLS  
 TEACHER SALARY SCHEDULE

1975-76

	<u>BACHELOR DEGREE</u>	<u>MASTER DEGREE</u>	<u>MASTER DEGREE +30*</u>
1.	\$ 9,175.**	\$ 9,772.	\$10,250.
2.	9,640.	10,297.	10,802.
3.	10,104.	10,824.	11,355.
4.	10,568.	11,350.	11,907.
5.	11,033.	11,876.	12,459.
6.	11,553.	12,457.	13,069.
7.	12,017.	12,984.	13,622.
8.	12,482.	13,510.	14,174.
9.	12,946.	14,035.	14,726.
10.	13,411.	14,561.	15,279.
11.	13,929.	15,141.	15,885.

\*Thirty semester hours or equivalent.

\*\*In addition to the listed annual salary amounts, the Board of Education will pay each employee's contribution to the Michigan Public School Employees' Retirement Fund.

SCHEDULE B

EXTRA CURRICULAR COMPENSATION--ATHLETICS

	<u>%</u>
<u>Football</u>	
Head	.125
Varsity Assistant	.085
Varsity Assistant	.085
Reserve	.085
Reserve Assistant	.085
Middle School	.05
<u>Basketball</u>	
Head	.125
Reserve	.09
Freshman	.085
8th - Boys	.058
7th - Boys	.058
6th - Boys	.058
Varsity Girls	.095
Reserve Girls	.09
8th - Girls	.03
7th - Girls	.03
<u>Wrestling</u>	
Head Varsity	.09
Varsity Assistant	.085
<u>Cross Country</u>	
Head	.065
<u>Track</u>	
Head	.085
Varsity Assistant	.08
Reserve	.08
Middle School Boys	.07
Varsity Girls	.085
Varsity Assistant Girls	.08
Middle School Girls	.05
<u>Volleyball</u>	
Varsity	.095
Reserve	.09
Middle School Girls	.05

Gymnastics

Varsity Girls	.085
Varsity Assistant Girls	.08
Middle School Girls	.05

Baseball

Head	.085
Reserve	.07

Softball

Varsity Girls	.07
Middle School Girls	.03

Golf

Varsity Boys	.06
Varsity Girls	.06

1. Supplementary pay for extra curricular activities shall be based upon the appropriate salary step of the BA.
2. The appropriate step shall be determined on the basis of all activity experience in that particular assignment whether gained in the East Jackson School system or another system.
3. No distinction is made on the basis of whether that experience was as a head coach, assistant coach, junior high coach, etc.
4. If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Schedule B or C.
5. The inclusion of any activity above does not establish a position but only indicates the rate of pay for such a position if it is established by the Board.

SCHEDULE C

GENERAL AND EXTRA SERVICES

	<u>%</u>
<u>High School</u>	
Band Director	.06
Choral Music Director	.02
Musical Drama Director	.025
Student Club Sponsorships (at the discretion of the Principal)	.015
Cheerleading Advisor	*\$300.00
Varsity	.03
Junior Varsity	.02
Freshman	.01
Yearbook Advisor	.02
Student Council Advisor	.05
Class Sponsors	
Senior	.015
Junior	.015
Sophomore	.01
Freshman	.01
Honor Society Sponsor	.015
Driver Education	\$6.00 per hr.
Counselor	*\$200.00
Industrial Arts	*\$200.00
Special Education	*\$200.00
<u>Middle School</u>	
Band Director	.03
Choral Music Director	.015
Cheerleading Director	.02
Student Council Advisor	.02
Student Club Sponsorships (at the discretion of the Principal)	.015
Counselor	*\$200.00
Industrial Arts	*\$200.00
Special Education	*\$200.00
<u>Elementary Schools</u>	
Safety Patrol	
Memorial Elementary	.015
Robinson Elementary	.01
Special Education	*\$200.00

\*To be paid to persons employed by the Board prior to September 1, 1975.

SCHEDULE D

EAST JACKSON PUBLIC SCHOOLS CALENDAR 1975-76

Week	1st Semester					No. Days		Week	2nd Semester					No. Days			
						Student	Staff							Student	Staff		
1	Sept.	<input type="checkbox"/> 1	<input checked="" type="checkbox"/> 2	3	4	5	3	4	20	26	27	28	29	30	5	5	
2		8	9	10	11	12	5	5	21	Feb.	2	3	4	5	6	5	5
3		15	16	17	18	19	5	5	22		9	10	11	12	13	5	5
4		22	23	24	25	26	5	5	23		16	17	18	19	20	5	5
									24		23	24	25	26	27	5	5
5		29	30	1	2	3	5	5	25	Mar.	1	2	3	4	5	5	5
6		6	7	8	9	10	5	5	26		8	9	10	11	12	5	5
7		13	14	15	16	17	5	5	27		15	16	17	18	19	5	5
8		20	21	22	23	24	5	5	28		22	23	24	25	26	5	5
9		27	28	29	30	31	5	5			<input type="checkbox"/> 29	<input type="checkbox"/> 30	<input type="checkbox"/> 31	<input type="checkbox"/> 1	<input type="checkbox"/> 2	0	0
10	Nov.	3	4	5	6	7	5	5	29	Apr.	5	6	7	8	9	5	5
11		10	11	12	13	14	5	5	30		12	13	14	15	<input type="checkbox"/> 16	4	4
12		17	18	19	20	21	5	5	31		19	20	21	22	23	5	5
13		24	25	26	<input type="checkbox"/> 27* <input type="checkbox"/> 28*		3	3	32		26	27	28	29	30	5	5
14	Dec.	1	2	3	4	5	5	5	33	May	3	4	5	6	7	5	5
15		8	9	10	11	12	5	5	34		10	11	12	13	14	5	5
16		15	16	17	18	19	5	5	35		17	18	19	20	21	5	5
		<input type="checkbox"/> 22 <input type="checkbox"/> 23 <input type="checkbox"/> 24 <input type="checkbox"/> 25 <input type="checkbox"/> 26					0	0	36		24	25	26	27	28	5	5
		<input type="checkbox"/> 29 <input type="checkbox"/> 30 <input type="checkbox"/> 31 <input type="checkbox"/> 1 <input type="checkbox"/> 2 Xmas					0	0			June						
17	Jan.	5	6	7	8	9	5	5	37		<input type="checkbox"/> 31	1	2	3	4	4	4
18		12	13	14	15	16	5	5	38		7	8	9	10	<input checked="" type="checkbox"/> 11	4	5
19		19	20	21	22	<input checked="" type="checkbox"/> 23	4	5									
TOTALS						90	92									92	93

\*Thanksgiving

Staff Only  
 Staff & Student Vacation

Student day (182) 1 of which will be an In-Service Day  
 Teachers 185