Master Agreement

Between

The Jefferson School District

and

Jefferson Education Association

2007-2010

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1	Agreement Preamble
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3	<u>Democratic Values</u> . The parties seek to educate young people in the democratic
4	tradition, to foster a recognition of individual freedom and social responsibility,
5	to inspire meaningful awareness and respect for the Constitution and the Bill of Rights and to
6	instill appreciation of values of individual personality. It is recognized that these democratic
7	values can best be transmitted in an atmosphere which is free from censorship and artificial
8	restraints upon free inquiry and learning, and in which academic freedom for the teacher and the
9	student is encouraged.
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11	<u>Individual Freedom</u> . Freedom of individual conscience, association and
12	expression will be encouraged and fairness in procedures will be observed both to safeguard the
13	legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of
14	a democratic society.
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17	Master Agreement
18	2007-2010
19	between
20	The Jefferson Schools Board of Education
21 22 23	and
22	The Jefferson Education Association
23 24	This Agreement is entered into this 31st day of August, 2007, by and between the Jefferson Education
2 4 25	Association, here-in-after called the "Association", and the Board of Education of the Jefferson
25 26	School District, Monroe County, Michigan, here-in-after called the "Board".
20 27	School District, Monroe County, Michigan, here-in-arter caned the Board.
28	WITNESSETH:
29	WIII(E)(SEZIII)
30	WHEREAS, the Board and the Association, in accordance with the Public Employment Relations Act
31	(Act 379 of the Michigan Public Act of 1965) have reached certain understandings with respect to
32	rates of pay, hours of employment, and other terms and conditions of employment which they
33	desire to confirm in agreement.
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35	THEREFORE, it is hereby agreed as follows
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1 Article 1 2 Recognition, Inclusions, Delimitations, Definitions

A. <u>Recognition</u>. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for Contracted and Certificated Teaching Personnel for purposes of collective bargaining in respect to rates of pay, hours of employment, and other employment conditions. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.

B. <u>Inclusions</u>. Certificated and teacher personnel (tenure or probationary), with valid contracts signed by the Board's authorized representative, who hold a teaching position or other certificated position with the Jefferson Schools, including counselors and certificated librarians, comprise the bargaining unit, whether on active duty or on bona fide leave of absence as expressed in this Agreement.

C. <u>Delimitations.</u> Administrative or supervisory personnel are expressly excluded from the terms and conditions of the Agreement, i.e., Superintendent, Assistant Superintendent(s), Principal(s), Federal Projects Coordinator(s), Assistant Principal(s), Director(s) of Vocational Education, Athletic Director, and such other supervisory positions as expressed or intended within the meaning of the Public Employment Relations Act. Also, certified teachers in the Adult/Community Education program, and certified teachers in the Naval R.O.T.C. program, are expressly excluded from the terms and conditions of the Agreement.

D. <u>Teacher-Board Definitions</u>. The term "teacher" when used herein shall refer to those employees included in the bargaining unit as set forth in paragraph "B" above, and references to male teachers shall also include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.

E. Consistent with the past practice and policy of the Board of Education, it is hereby mutually agreed between the parties that 'tenure-in-position' in non-classroom positions (Article IV, Section C 1 and 2 of the Michigan Teacher Tenure Act as revised) shall be denied to all bargaining unit members employed in any position eligible for acquisition of such tenure-in-position. It is further agreed that individual contracts of employment specifically excluding acquisition of such tenure-in-position (and waiving any such tenure-in-position previously acquired under predecessor contracts of employment) shall be offered to all bargaining unit members in positions eligible under law for tenure-in-position.

Article 2 Rights of the Board

A. <u>Legal, Organizational, Operational.</u> The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Michigan and of the United States provided that such rights and responsibilities not covered by Constitutional Law shall be exercised by the Board in conformity with the provisions of this Agreement, including the right:

- 1. Management/Control. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day.
- 2. Hiring. To hire all employees, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, and to promote and transfer all such employees, or their dismissal or demotion.
- 3. Instruction. To establish grades and approve courses for 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. School Organization. To decide upon the organization of the school for instruction, the final selection of textbooks and other teaching materials, and the selection and use of teaching aids.
- 5. Teaching Conditions. To determine class schedules, the hours of instruction and the duties, responsibilities and assignments of teachers and other employees with respect to administrative and non-teaching activities, and the terms and conditions of employment within the frame-work of this Agreement.
- B. Exercise Rights. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

Article 3 Association and Teacher Rights

- A. <u>Legal</u>. It is expressly understood that teachers are endowed with all the rights and protections afforded by the laws, statutes and constitutions of the United States and the State of Michigan. Specifically pursuant to the Michigan Public Employee Relations Act, the Board hereby agrees that every employee shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining and negotiations. Accordingly, the Board agrees that it will in no way discourage, deprive or coerce any teacher in the enjoyment of these rights.
 - 1. <u>Ethical.</u> In recognition of duty to the teaching profession, teachers will conduct themselves, both in their classrooms and communities, in accordance with the Code of Ethics of the Education Profession.
 - 2. <u>Contract Continuity.</u> Continuing contracts, once granted to a teacher by the Board of Education of the Jefferson Schools, shall be in force until a teacher is discharged through the regular procedure as outlined by the Michigan Tenure Act, as revised.
- B. <u>Meetings</u>. The Association and its representatives shall have the right to meet in a designated area of a school building with the approval of the Building Principal, whose approval shall not be unreasonably withheld, and outside the normal school day for meetings, provided that when special custodial service is required, the Board may make a charge in accordance with Board policy.

C. <u>Business Transaction</u>. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the regular school day, with the approval of the Principal, provided such business shall not interfere with or interrupt school operations or performance responsibilities. The Principal will ascertain the availability of staff members and assign an available room upon request where the conference may be held.

D. Equipment Use. The Association will be permitted to use school equipment, typewriters, mimeographing machines, other duplication equipment, telephones, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment

The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.

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E. <u>Notices, Insignia.</u> The Association will be permitted to post notices of its activities and matters of Association concern only on teacher faculty lounge bulletin boards. The Association may use the district mail service and teacher mail boxes for official communications to teachers. Teachers may wear reasonable insignia pins or other identification of membership in the Association. Insignia may not be affixed to school property.

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F. <u>Data Requests.</u> The Board agrees to furnish to the Association within two (2) weeks, in response to reasonable written request, information concerning the financial resources of the district. Such information may include, but not necessarily be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, together with information which might reasonably be necessary for the Association to process any grievance or complaint.

G. <u>Program Change Notification</u>. The Association shall be notified by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to final adoption.

H. <u>Board Agenda Notification</u>. The Topic Agenda for Board meetings will be sent to the Association President at least two (2) days prior to the meeting date.

I. <u>Personnel Files.</u> Teachers shall have the right to review their personnel files, excluding confidential records such as, placement credentials, and letters of recommendation. The teacher may be accompanied by an Association representative.

40 J. <u>Political Activities.</u> Political activities of any teacher seeking or holding office or campaigning for candidates shall be outside of school duty hours.

K. <u>Association Membership</u>. Association membership shall be open to all teachers regardless of race, creed, gender marital status, national origin, or handicap.

L. <u>Administering Provisions</u>. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be administered in a professional manner which is not arbitrary, capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age, gender, marital status, or handicap.

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M. <u>Teachers Children</u>. It is understood by and between the parties that, for the life of this contract, those faculty members who desire to have their children attend Jefferson Schools shall, upon application, have such children enrolled pending availability of space.

Article 4 Membership Fees and Payroll Deduction

A. <u>Deduction Authorization</u>. New teachers shall, prior to the end of the first week of school, sign and deliver to the Board an authorization form for deduction of membership dues and assessments of the Association (including the National and Michigan Education Association). Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

B. <u>Expense Recognition</u>. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements.

Therefore, all teachers as a condition of continued employment shall:

1. <u>Dues Deduction.</u> Sign and deliver to the Board an authorization for the deduction of membership dues and assessments of the Association(s): National, State, and Local.

 Cash Payment. Or sign and deliver to the Association an intent to pay membership dues and assessments in cash. Such payments must be made within sixty days from commencement of school.

3. <u>Representation Fee.</u> Or pay a fee to the Association that will cover representation benefits as determined by the Association which shall not exceed 1 or 2 above.

C. <u>Non-Compliance Termination Notice.</u> In the event that a teacher shall not comply with the foregoing stipulations of membership or service fee, the Board agrees that in order to effectuate the purposes of the PERA and this Agreement, the services of said teacher(s) shall be discontinued as of the end of the current school year. Such teacher(s) shall be notified in writing of the termination of their services immediately upon the expiration of the sixty (60) day period.

D. <u>Contesting Discharge</u>. Should the teacher(s) so notified for termination be engaged in the pursuance of legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

E. <u>Board's Cost Immunity.</u> In any case in which a teacher or teachers contest a discharge under the provisions of paragraph D and it is necessary for the Board to defend its position and to engage legal counsel, and to incur other expenses in so doing, the Association agrees to pay the expenses and/or liabilities incurred by the Board.

F. <u>Deduction Installments.</u> Payroll deductions for dues and for service charges will be made in seventeen (17) equal "pay period" installments after receipt of a signed authorization by the individual teacher. If a teacher has less than seventeen (17) pays after signing the authorization, the installments will be prorated equally in remaining "pay period" checks.

G. <u>Deduction Dates</u>. Teachers employed at the beginning of the second semester shall have deductions begin with the first pay in February and end with the last pay in June. Those desiring to pay cash directly to the Association shall be obligated to begin such payments within thirty (30) days of their employment.

H. <u>Authorization Forms.</u> Authorization for dues deduction shall be submitted to the Board Office on the form set forth in annexed Schedule E.

I. Other Deductions. The Board shall also make payroll deductions upon written authorization from teachers for annuities, savings bonds, voluntary contributions to MEA-PAC and NEA-PAC, charitable contributions and other Board authorized deductions. There shall be a limit of six (6) approved annuity programs permitted in a payroll deduction program. All present employees may continue in their present companies; henceforth, only the six (6) jointly selected companies will be retained for payroll deduction purposes. All payroll deduction programs must be approved by the Board with written authorization of the teacher.

J. <u>Save Harmless</u>. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of monies involved.

Article 5 Teaching Hours and Class Loads

A. Teachers shall be in the classroom, available for assignment, or engaged in other instructional or counseling responsibilities, no later than 15 minutes prior to class starting time in their assigned buildings. On-duty hours for all teachers shall be as follows: High School, 7:20-2:55; Middle School, 7:10-2:45; Elementary 5/6 School, 7:10-2:45; Sodt Elementary School, 8:00-3:35; North Elementary School, 8:00-3:35. The administration reserves the right to adjust (without lengthening the on-duty hours) on-duty times for all teachers thirty (30) minutes in either direction.

- B. The normal daily teaching load in the school system shall not exceed six (6) hours and ten (10) minutes of pupil contact. Pupil contact is defined as:
 - 1. actual teacher time in the classroom;
 - 2. the passing of classes;
 - 3. supervised study period.

1 For Preschool-4 teachers, supervised time prior to and after the pupils' regular school program shall 2 be considered pupil contact time for the purposes of this Article. Exceptions to this contact time will 3 be necessary in emergency situations.

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5 C. All teachers shall be entitled to a duty free uninterrupted lunch period, but in no event less than thirty 6 (30) minutes.

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D. Preparation time for High School, Middle School, and Elementary 5/6 School staff shall be equal to the length of one class period in each respective building. Sodt and North Elementary Schools 10 teachers shall use as preparation time, the entire class period in which their students are in Art, Music, Computer, Library, or Physical Education with a minimum of three-hundred (300) minutes 12 each week. Every reasonable effort to distribute this time throughout the week shall be made by the 13 administration. When necessary, preferable schedules will be rotated on an annual basis.

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15 E. Teachers of Music, Art, Physical Education, Laboratory Sciences, Librarians, Speech Therapists, 16 Reading Consultants, Visiting Teachers, Counselors, and Special Education Teachers, shall be 17 provided relief and preparation time to the same extent as other teachers as scheduled by the building 18 administrator. Every effort will be made to schedule planning time in twenty (20) minutes or greater 19 blocks of time.

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21 F. All teachers shall be required to attend staff meetings, which may include the total building, grade or 22 department, as scheduled through the administration. These meetings may be scheduled within the 23 required work day. Any meetings scheduled outside the work day shall not exceed one (1) hour per 24 month and shall be scheduled through the building principal.

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G. Parent-Teacher Conferences and Open Houses for each building will be placed within the calendar as negotiated by the parties.

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H. Extra-Curricular Assignments. (Out of regular school hours)

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1. All teachers may be assigned extra-curricular duties up to twelve (12) hours per year. Hours assigned in each building will be as equitably distributed as possible. Evening Parent Teacher Conferences and Back to School Nights will count towards the twelve hours. Assignments may vary among the buildings.

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2. Examples of extra-curricular duties include, but are not limited to: parent-teacher conferences, parent-teacher organization meetings, dance supervision, school program supervision, school program productions, open house programs, carnival activities, and supervision and duties associated with school athletic contests.

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3. Teacher input will be considered when making assignments.

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There shall be no additional compensation for any time provided under this section.

1		Article 6
2		Special Student Programs
3		Francisco de la constante de l
4	A.	Student Placement. The parties recognize that students having special physical, mental and
5		emotional problems may require specialized instruction which will be provided in Resource Rooms.
6		These students will be placed in regular classrooms according to rules set forth by the State
7		Department of Education.
8		
9	B.	Psychologist and Social Workers. School psychologists and social workers may be employed and
10		assigned to our school district as provided by the Monroe County Intermediate School District.
11		
12	C.	Referral. The Board of Education will provide appropriate assistance in referring emotionally
13		disturbed students to the Monroe County Mental Health Clinic for the purpose of diagnosis and/or
14		therapy, if recommended by the clinic.
15		
16	D.	<u>Parents Refusal.</u> All determinations of a student's status are the Board's responsibility if there is a
17		refusal on the part of parents to use the clinic.
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20		Article 7
21		Teaching Conditions
22	٨	Class Size. The Doord course to take all researchle and recessory stems to maintain class sizes at an
2324	Α.	Class Size. The Board agrees to take all reasonable and necessary steps to maintain class sizes at or
24 25		below the following: Preschool
26		Transition
27		K
28		1-3
29		4-5
30		6-12
31		0 12
32		Students from Speech, and Resource Rooms in grades Preschool - 6 will be equitably distributed
33		between and among regular classrooms. When regular classes exceed the optimum numbers by four
34		(4) or more, the excess students will be assigned to another classroom if possible. Should
35		reassignment not be possible, a teacher assistant will be placed in the classroom for a minimum of

reading and math instruction. This action will be taken within fifteen (15) school days. Special classes such as Choir, Band, and Physical Education will, within reason, be exceptions to the optimum limits.

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B. Equipment and Maintenance. The Board will keep all schools adequately equipped with all necessary machinery and supplies, and will properly maintain all buildings and such equipment and supplies as necessary. The parties will confer from time to time for the purpose of improving the selection and use of such educational equipment.

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C. Plant Maintenance. No teacher or student shall be required to remain in a building for more than three (3) hours-due to lack of electricity, water, or extreme temperatures that fall below fifty-five (55) degrees or over ninety (90) degrees, or if the health of persons are endangered.

D. Teacher's Reference Library. The Board shall provide a budget to continue a teachers' reference 2 library in each school in the district. Said library shall include professional books and periodicals, 3 sample texts requested by building staff members and other such appropriate materials. These 4 materials shall be requisitioned and purchased through the regular channels. During the life of this 5 agreement, the budget for each such library shall be \$200 per building per year. The Association 6 will appoint a teacher in each school to control and be responsible for all materials assigned to the 7 reference library, and will file with the principal at the close of the school year a detailed inventory 8 of materials. All materials placed within the teachers' libraries must have the approval of the 9 building principal.

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E. Duplicating Facilities. The Board shall make available in each school, typing, duplicating and other necessary equipment and facilities, for the use of the teachers. These facilities and equipment will be made available on an equitable basis, and every effort will be made to ensure that teachers' needs regarding the use of equipment and clerical staff time are met in a timely manner.

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F. Provisions. The Board shall provide:

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- 1. A separate and individual desk for each teacher in the district.
- Suitable closet space for each teacher to store coats, overshoes and personal articles. 2.
- Chalkboard space in every classroom.
- Copies, exclusively for each teacher's use, of all texts used in each of the courses taught by 4. the teacher.
- 5. A dictionary in every classroom.
- Storage space in each classroom for instructional materials.

by having proper educational materials and facilities.

- Attendance supplies, chalk, erasers, and other such materials required in daily teaching 7. responsibilities.
- Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers and shop coats for industrial arts teachers shall be purchased every other year by the Board of Education as follows:
 - One (1) uniform for each physical education teacher.
 - One (1) laboratory coats for each science teacher.
 - One (1) shop coats for each industrial arts teacher.

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The cost of each uniform shall be determined by the Superintendent of Schools. Laundering and minor repairs shall be the teacher's responsibility. Replacement of the uniform shall be determined by the building principal. The original requisition for the protective clothing and any replacement shall be made through the regular department budget approved by the building principal.

Students will have their needs met in order to be able to perform their learning requirements

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Two (2) drawers in a metal filing cabinet will be furnished for each teacher in the district.

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10. Additional protective or safety equipment for a teacher as required by the State will also be provided after approval by the Superintendent.

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- G. <u>Assistants.</u> The Board agrees to employ teacher assistants as conditions (Article 7A) and programs warrant.
 - 1. The building Title I committee will consult the teacher(s) about the use of teacher assistants in their classroom. This includes the selection process, times, and use of assistants in the classroom as such conform with the State and Federal Guidelines and Board regulations.
 - 2. The assistant(s) shall work under the direction of the teacher as outlined by the principal. Performance evaluations shall be the responsibility of the principal, as assigned, with input considerations from respective teachers.
- H. <u>Facilities Use.</u> The Board shall provide in each school adequate lunchroom, restroom, and lavatory facilities for teacher use, and at least one room, appropriately furnished (with bulletin board) which shall be reserved as a faculty lounge. All future buildings will contain rooms and facilities as described above.
- I. <u>Telephone</u>. Telephone facilities will be made available to teachers. All professional long distance
 phone calls shall be logged. Any personal calls shall be billed to the home phone.
- J. <u>Vending Machines</u>. Vending machines may be installed in teacher workrooms and/or lunchrooms in schools. The teaching staff of such schools having these vending machines will finance, maintain, and operate the machines, as well as determine the purpose for which the profits will be used.
- 23 K. <u>Mail Service.</u> Mail service will be provided daily to all school buildings.
- L. <u>Parking.</u> Adequate off street parking facilities shall be designated and maintained for staff use.
- M. <u>Standardized Test Scoring.</u> Teachers will not be responsible for grading standardized tests administered as part of the district's testing program.
- 30 N. <u>Public Address System.</u> The public address system in schools shall be used in a professional manner.
- 32 O. <u>Conference</u>. When a Parent/Teacher conference is scheduled, a room will be made available.
- P. <u>Keys.</u> Keys will be provided to all teachers for the teacher's lunchroom/planning area.
- Q. <u>Smoking.</u> Smoking on school grounds and in school vehicles shall be regulated in accordance with
 Board Policy.
- R. <u>Inclusion</u>. The parties acknowledge the policy of least restrictive environment and the need for staff to participate in the I. E. P. meeting(s) which may initially place, or continue placement of a student in a general education classroom.
- Children with special needs such as suctioning, catheterization, diapering, or other personal hygiene or medical needs shall be addressed through the I.E.P. and shall not be the responsibility of the classroom teacher except in life threatening circumstances.

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Article 8 1 2 **Instructional Improvement** 3 A. Chairs. 4 5 The Board approves the establishment of secondary department and elementary 1. Conditions: 6 grade level chairs. The number of members and duties thereof shall be the responsibility of the 7 Board and shall be established by Board Policy. 8 9 2. Selection: Department/grade level chairs will be recommended by building principals with 10 appointment by the Superintendent of Schools. The following areas are offered as suggestions to 11 the Board to consider for department/grade level representation: 12 13 High School (9-12) Middle / Elementary 5/6 School (5-8) 14 English Language Arts (ELA) English Language Arts (ELA) (5-6) (7-8) 15 Math Math (5-6) (7-8) 16 Science Science (5-6) (7-8) 17 **Social Studies** Social Studies (5-6) (7-8) 18 **Special Education** Physical Education (5-8) 19 **Business** Special Education (5-8) 20 Guidance Fine Arts (Home Economics, 21 Fine Arts (Home Economics, Music, Computer, Music, Library 22 Library and Art) Industrial Arts, Art) (5-8) 23 Foreign Language 24 Physical Education/Health 25 **Industrial Arts** 26 Elementary (Preschool - 4) 27 Preschool, Kindergarten/Transition 28 Grade One 29 Grade Two 30 Grade Three 31 Grade Four 32 **Special Education** 33 34 3. Meeting Dates. Department/grade level representatives will meet monthly with teachers, in the 35 respective areas which they represent, to consider improvements and/or changes in curriculum 36 and other related matters as outlined by Board policy. Agendas shall be provided and minutes 37 kept. Copies of both are to be provided to the building principals. 38 39 40 41 42 43 44 45

B. Curriculum Study Committee

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The teachers of the school district shall be involved in developing and formulating the curriculum. They shall serve on curriculum study committees. These committees will be formed in accordance with an adoption program which addresses every area of the curricula.

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1. Composition. The Board approves the establishment of a Curriculum Study Committee composed of teachers, and administrators. The duties thereof shall be the responsibility of the Board. Teachers will be recommended by building principals to represent each building. Selection will be made from interested parties. Appointments will be made by the Superintendent of Schools based upon these recommendations.

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Elementary Level:

The Curriculum Study Committee Representatives at the elementary level shall rotate according to the following schedule:

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17	<u>Year</u>	Building	Representatives
18	2007-08	North	First Grade and Third Grade
19		Sodt	Kindergarten, Second Grade and Fourth Grade
20		Elementary 5/6	Sixth Grade and Fifth Grade
21			
22	2008-09	North	Kindergarten, Second and Fourth Grade
23		Sodt	First Grade and Third Grade
24		Elementary 5/6	Sixth Grade and Fifth Grade
25			
26	2009-10	North	First Grade and Third Grade
27		Sodt	Kindergarten, Second Grade and Fourth Grade
28		Elementary 5/6	Sixth Grade and Fifth Grade

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Secondary Level:

A maximum of two (2) representative from the subject area being studied.

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C. Compensation. Compensation for department/grade level chairpersons, and Curriculum Study Representatives, shall be as listed in Schedule C 2.

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Article 9 Qualifications and Assignments

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A. Qualifications and Assignments. As an initial qualification for employment, teachers employed by the Board for contracted teaching assignments shall have attained at least a Bachelor's degree from an accredited college or university, and a provisional, continuing, permanent, or professional certificate unless necessity requires implementation of parts B, C, and/or D.

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B. Special Permits. Employment of teachers with special or approved permits shall be governed by the Administration Rules governing the Certification of Michigan Teachers.

C. <u>Assignments and Schedules.</u> All teachers shall be given written notice of their assignments for the forthcoming school year during the month of May if the budget has been assured. Tentative teaching schedules will be made available to all staff by August 15. In the event that changes in assignments or teaching schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' assignments be made later than the fifteenth (15th) day of August preceding the commencement of the school year unless an emergency requires such changes.

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1. Elementary teachers (Preschool - 6) shall be assigned by grade level and building.

2. Secondary teachers shall be assigned by subject(s) and building.

3. Teachers whose positions cannot be assigned as above will be assigned by program.

4. Teachers hired after September 1, 1987, must possess the following qualifications:

 (a) In order to be assigned to teach in grades 6-12, the teacher must hold at least a state-endorsed teaching minor in his/her assigned area. In assignments for grades 9-12, the added requirements of North Central, if any, must be met.

(b)Staff members holding state certificates listing "All Subjects K-8," or "All Subjects Grades 7-8," shall have a specific subject area teaching major or minor in order to be assigned initially to the 6th, 7th, or 8th grade level(s).

(c) Teachers who hold K-8 certification in all subjects and are subject to lay off shall not be governed by this provision but shall meet the guidelines contained in Article 17, Section C-7.

(d) Staff members teaching in a Pre-School Program shall possess an Early Childhood Certificate Endorsement (R.390.1101) Rule 1 (c). "Early Childhood Certificate endorsement" means an authorization to teach in any school program preceding or including kindergarten."

D. <u>Additional Assignments</u>. Assignments in addition to the normal teaching schedule during the regular school year, shall be with the consent of the teacher. Teachers in the district will be given first consideration on the basis of tenure and length of service in the Jefferson District for said assignments, however, appointments shall be made on the basis of total qualifications.

E. <u>Certification</u>. It is the teacher's responsibility to obtain and maintain certification and qualifications required by the state and federal laws, such as ESEA/NCLB Act of 2001.

The district will make every effort to place teachers in subject areas in which they are currently certified and qualified (or are in the process of obtaining qualifications by August 2006) as long as it does not place any other teacher out of a teaching position.

The district will not move a teacher from a position in which he/she is certified and qualified to a position in which he/she is not certified and qualified.

1 2 3 4 parties agree to revisit this section. 5 6 7 8 9 10 11 12 will know the classroom assignment each year, previous to signing their contract. 13 14 15 G. Shared Assignments (Part Time). 16 17 18 19 member. For the purpose of this Article, a shared assignment is either: 20 21 22 23 24 25 than the normal assigned instructional periods per day. 26 27 c. Working less than five (5) days per week. 28

A teacher that has been recognized as "highly qualified" under the ESEA/NCLB by this school district shall be recognized as "highly qualified" by this school district for the duration of his/her employment. If the rules related to "highly qualified" under ESEA/NCLB Act of 2001 change, the

F. Part-Time Teachers. Any teacher in the school system regularly assigned on a part time basis will be paid on a pro-rated basis on the proper step of the salary schedule. The hourly rate will be based upon a seven (7) hour work day which does not include a lunch hour. Pay will be issued to teachers for actual pupil contact time plus fifteen (15) minutes preparation time for each pupil contact hour (60 minutes). The exception to the above pupil contact time will be Pre-School and Kindergarten where teachers will be paid a full one half time basis (3 1/2) hours). An appropriate contract which will include the conditions of employment will be developed for the individual teacher. Teachers

- With the approval of the employer, two (2) bargaining unit members may agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit
 - a. Working one (1) semester during the school year, either first semester or second semester.
 - b. Working each day, but less than a full day. In elementary assignments, this would be teaching either morning or afternoon. In secondary assignments, it would mean having less

During the period of a shared assignment, bargaining unit members remain subject to and may exercise options under the provisions of Article 10, Vacancies and Assignments.

2. Each bargaining unit member participating in a shared assignment shall be granted seniority on a pro-rated basis for the school year in which a shared assignment is in effect. Salary of bargaining unit members with shared assignments shall be pro-rated.

For example:

- Shared assignments of working one (1) semester: 50% of full salary.
- b. Shared assignment of working each day, morning or afternoon: 50% of full salary.
- Shared assignment of working three (3) days per week: 60% of full salary.

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- 3. Each bargaining unit member participating in a shared assignment shall be credited with all of the pro-rated leave days provided bargaining unit members under Article 11, Sick Leave. Pro-rated insurance benefits as provided in Article 23 shall be provided all bargaining unit members who are working part or shared-time.
- 4. Bargaining unit members requesting shared assignments shall notify the employer in writing by April 1st. Renewals will be subject to Administrative approval. Requests must be submitted on the form as illustrated in this contract, Schedule K.
- 5. Bargaining unit members in shared time/part time assignments will be required to attend/work all inservices/staff development activities, staff meetings, Parent-Teacher Conferences, records days, grade level meetings and extra curricular assignments without additional compensation.
- 6. Bargaining members in shared time positions shall stay in said position until a full time position is available.

Article 10 Vacancies and Assignments

- A. <u>Assignments</u>. Assignments for the coming school year will be posted during the month of May of each year, unless the budget has not been assured by that time. The Board, when making assignments, agrees to keep involuntary assignments to a minimum and to take into consideration teacher requests for reassignment.
- B. <u>Change of Assignments</u>. The parties recognize that it is desirable, in making assignments, to consider the best interests of students and teachers. Requests for reassignment by teachers shall be made in writing to the Superintendent prior to April 15. The application shall set forth the reasons for the request, the position, the assignment, and the building. All such requests expire on the first day of the new school year, and are submitted only to notify the administration of teachers' desires in changing assignments.
- C. <u>Involuntary Reassignment</u>. An involuntary reassignment (one made after assignments are posted) will be made only in cases of enrollment or curriculum changes, or in emergency situations. The Superintendent shall make any needed involuntary reassignments by inverse order of seniority of those affected, provided that the reassigned teacher is certified and qualified to teach in the area to which he/she is being assigned.
 - Involuntary reassignments may also be made to avoid the layoff of senior teachers, or to reduce the number of senior teachers to be laid off. A teacher who is involuntarily reassigned shall be given notice in writing of the reason(s) for such reassignment.
 - In the case of an involuntary reassignment due to population shifts and/or numbers of an elementary teacher from one elementary building to a different elementary building, the teacher designated by the Administration for such transfer will have the choice of either (a) accepting the reassignment or (b) bumping the least senior teacher (who is properly certified and qualified [in accordance with any

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federal and/or state requirements, specifically including the "No Child Left Behind Act"] to take the transfer) in the building in which the reassigned teacher was formerly assigned.

D. <u>Vacancy Defined</u>. A vacancy shall be defined as a newly created position, or a present position that is not filled but which the Board intends to fill. A vacancy exists only when the number of positions to be filled exceeds the number of staff available to fill the positions.

E. <u>Vacancy Posting.</u> Whenever any vacancy occurs within the bargaining unit, the Board shall post such position by sending written notices to the Association President, to the general Association membership (when school is not in session), and by posting notice in all buildings for seven (7) days. No vacancy shall be filled except in the case of emergency until such position has been posted.

For anticipated vacancies that occur prior to the posting of teacher assignments, such vacancies will be posted and filled from within the present teaching staff on the basis of certification, qualifications, and seniority. Posted positions shall be the current year's assignments. For anticipated vacancies that occur after the assignments have been posted but prior to August 1, the positions posted shall be for the fall school term. Such positions shall be filled from within the teaching staff on the basis of certification, qualifications, and seniority.

For vacancies which occur on or after August 1, the Board shall post such positions and may fill them from within the present teaching staff. It is recognized that it may be difficult to fill such positions from within the present teaching staff without undue disruption to the existing instructional program.

The Board, using reasonable judgment, may fill such vacancies from within the present teaching staff or with outside candidates, whichever best serves the needs of the school district.

F. <u>Vacancy Application</u>. All certified teachers may apply for any posted vacancy. The Board will consider applicants on the basis of certification, qualifications, and seniority.

Article 11 Illness and Disability

A. Sick Leave Allowance.

1. At the beginning of the school year, each tenure teacher shall be credited with fifteen (15) days and each non-tenure teacher with twelve (12) days for use as annual sick leave allowance which shall be used for absences caused by illness or physical disability of the teacher not covered by Worker's Compensation. However, in the event a probationary teacher terminates employment in the system at the end of the first semester, payment for all sick days used beyond a maximum allowance of six (6) days will be deducted from the final pay settlement.

2. The unused portion of such allowance shall accumulate to a maximum of one hundred-eighty (180) school days. After June 30th, any unused sick days in excess of 180 days, shall be paid at a rate of fifty dollars (\$50.00) per day.

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> 3. Upon retirement any accumulated sick days will be paid at the rate of fifty dollars (\$50.00) per day.

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Teachers, reporting absence, shall be informed of a telephone number they B. Reporting Absence. shall call prior to:

10 6:00 a.m. - High School 11 6:00 a.m. - Middle School 12

6:00 a.m. - Elementary 5/6 School

6:30 a.m. – North & Sodt Elementary Schools

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Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher.

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C. Contract Violations. In cases where the Administration is not notified by the agreed time, teachers guilty of first and second offenses per semester, shall receive written warnings. The third and subsequent offenses per semester may result in the employee being denied the use of sick leave for the day(s) in questions.

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D. Exhausted Leave Time. A tenure teacher who is unable to teach because of a personal illness or disability and who has exhausted all sick leave available shall be granted a leave of absence without pay for the duration of such illness or disability, up to three (3) years. (Renewable each semester in writing.)

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E. Injury (On Duty). Absence due to injury incurred in the course of the teacher's employment shall be charged to accumulated sick leave until the date that Worker's Compensation begins the weekly pay in lieu of the teacher's contract salary. The teacher's accumulated sick leave then shall be used to pay the difference between the Worker's Compensation weekly pay and the teacher's regular contract pay until the accumulated sick leave has been exhausted. The teacher will then receive the weekly compensation from the insurance carrier until he/she returns to work or the insurance obligation has been fulfilled according to the State Insurance Commission. Teachers who are on Worker's Compensation shall be granted seniority during the period of the absence from duty for up to one calendar year. Accrual of seniority while on Worker's Compensation may be granted beyond the first twelve months (up to a maximum of twenty-four additional months) at the discretion of the Board of Education.

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40 F. Accumulation Notification. At the beginning of each school year, the Board will notify each teacher 41 of the number of his/her accumulated sick days.

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43 G. Injury (Outside Employment). In the event a teacher is injured as a result of outside employment 44 (employment with an outside employer during the regular school year), said teacher shall not receive 45 sick day benefits.

1	H. Continued Absence. The Administration has a right, after three (3) consecutive days or more or
2	absence, to have the teacher's physical condition checked by a physician of the school's choosing to
3	verify eligible disability.
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5	Unless specifically approved by a doctor, which may be verified by the school's physician, any
6	illness or disability leave can extend for only thirty (30) calendar days.
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9	Article 12
10	Paid Leaves of Absence
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12	A. Personal Business Leave.
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14	1. The parties agree there may be personal conditions or circumstances which may require
15	teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such
16	leave, not to be accumulated nor deducted from sick leave, may be used under the following
17	conditions.
18	
19	a. <u>Days Granted.</u> All teachers are entitled to two (2) days with full pay, per school year.
20	Such days are in addition to sick leave but, if unused, will be added to teachers'
21	accumulated sick leave at the end of each school year. Reasons for the use of such personal
	days will be stated in writing when two (2) personal days are taken consecutively.
22 23	b. <u>Leave Condition</u> . This leave shall be used only for the purpose of conducting personal
24	business which cannot normally be transacted on the weekend, after school hours, or during
24 25	vacation periods. Personal business days may be taken for the following reasons: Medical,
26	Legal, Educational, Financial, or Domestic.
27	c. Request Procedure. Teachers desiring to use such a leave will submit their requests on
28	the application at least three (3) days in advance of the anticipated absence except in the
29	cases of emergency; in such case, the teacher shall apply as soon as possible. This form
30	must be filed with the principal.
31	d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a
32	part-time job, or working for themselves in a commercial enterprise, for hunting, for
33	fishing, for shopping, or other forms of recreation. Such days of absence shall not occur
34	immediately preceding or following a vacation period or holiday if avoidable.
35	e. Authorization. The request form shall be signed by the Superintendent or
36	authorized agent and returned to the teacher requesting the leave at least one (1) day prior to
37	the requested day. Approval or rejection will be so indicated on the form.
38	
39	2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick
40	leave. All requests shall be channeled through the Building Principal.

3. <u>Violation, Consequences, and Penalties.</u> A teacher violating the provisions of this Article

shall be subject to a deduction of salary for days improperly used, and may be subject to

disciplinary action.

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- B. <u>Judicial Leave.</u> A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. <u>Funeral Leave</u>. All employees covered by this Agreement shall be granted funeral leave, with earned compensation for days the employees are scheduled to work. Days for which compensation was earned shall be deducted from the employees sick leave bank. The days must be consecutive with and include the day of the funeral. Funeral leave shall be granted as follows:
 - 1. A maximum of five (5) consecutive school days in the event of the death of the employee's spouse, children, step-children, mother, father, step-mother, step-father, brother, or sister.
 - 2. A maximum of three (3) consecutive school days in the event of the death of the employee's mother-in-law, father-in-law, grandparents, or grandchildren.
 - 3. A maximum of one (1) school day in the event of the death of the employee's aunt, uncle, sister-in-law, or brother-in-law.

Extenuating circumstances may warrant additional time. If granted, such additional time shall also be charged to the employee's earned allowable sick leave bank.

- D. <u>Family Illness</u>. Absence because of illness in the immediate family may be charged to sick leave for a limited period of time. The length of the leave shall be left to the discretion of the Superintendent or designee whose decision will be based on the seriousness of the occasion.
- E. <u>Association Leave</u>. At the beginning of every school year, the Association shall have available twenty (20) days to be used by officers or agents of the JEA. The use of said days shall be at the discretion of the Association which agrees to notify the Board no less than forty-eight (48) hours in advance of such leave. Compensation shall be as follows:

Days 1 - 5 paid by the Board
Days 6 - 10 paid by the Association
Days 11 - 15 paid by the Board
Days 16 - 20 paid by the Association

- F. <u>Salary Adjustments.</u> Each case will be judged on its own merit and salary adjustments shall be made as necessary.
- G. Marriage. A teacher who marries will be granted up to two (2) days of leave for that purpose which shall be taken from sick days.
 - H. Educational Leave. The Board may grant certified personnel a leave of one (1) year for professional study if the staff member has served Jefferson at least five (5) years. If twelve (12) semester hours of credit in a planned program appropriate to the teacher's professional development have been earned each six (6) months of the leave, the staff member is eligible for the regular salary increment the following year. The staff member will receive 40% of his/her current salary and benefits. The form requesting approval from the Board must be submitted to the Superintendent by April 1. Teachers applying for Educational Leave should use the Schedule H form.

A teacher returning from such leave will be assigned to the same or a similar position. At the secondary level (7-12), every effort will be made to return the teacher to the same subject area. At the elementary level (Preschool 6), every effort will be made to return the teacher to the same grade level.

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If the staff member does not return to Jefferson Schools, all pay and benefit costs shall be repaid to the Board. A staff member must serve Jefferson Schools for three (3) years upon return or must repay one third (1/3) of the stipend for each year not on the payroll.

I. <u>Notification</u>. The Association shall be notified in writing of all leaves granted to unit members.

Article 13 Unpaid Leaves of Absence

A. <u>Military Leave</u>. A military leave of absence may be granted to any teacher of a military reserve unit in any branch of the armed forces of the United States. A teacher in the military reserve who is assigned active or emergency duty during the regular contract year must notify the Superintendent, or his building principal, immediately upon his notification.

B. <u>Association Officers Leave.</u> A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such teacher shall be placed at the same place of the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.

C. <u>Public Office Leave</u>. A leave of absence shall be granted for a period of up to two (2) years to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the return from such leave, a teacher shall be placed at the same place on the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.

D. Child Care Leave.

1. The Board shall grant child care leave under the following conditions: a. For teachers requesting leave any time within a given school year:

(1) The length of the leave shall be for at least the remainder of the marking period. Requests for leave must be submitted at least thirty (30) days prior to the commencement of the leave.

(2) One renewal may be granted, upon request, for any consecutive marking period(s). The request(s) must be made within three (3) weeks of the teacher's established return date. The request must be made in writing to the Superintendent of Schools.

b. For teachers requesting leave any time after the existing school year:

 (1) The length of the leave shall be for the next marking period or longer, providing said leave is requested prior to July 1.

 (2) One renewal may be granted, upon request, for a maximum of one (1) additional school year. The request must be made in writing to the Superintendent of Schools.

- c. All leaves granted under this section shall expire at the end of a marking period with the total leave not to exceed eight (8) marking periods.
- 2. The Board shall re-employ a teacher returning from child care leave according to provisions of Section H of this Article.
- 3. A written clearance by the teacher's physician stating that said teacher is physically able to resume classroom duties may be required prior to the teacher resuming a position. The Board reserves the right for a teacher to be examined by a second physician of competence in the required area(s). Should the board's choice be objectionable for valid reasons, the Board will consider the selection of another physician.
- 4. It is understood that any teacher on such leave shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore cancelled.
- E. <u>Health Leave</u>. If a teacher is in need of a short leave of absence (one (1) to twelve (12) weeks) due to circumstances of health within his immediate family and/or personal health and/or disability, including maternity, the Superintendent may grant the unpaid leave.
- F. <u>Personal Leave</u>. If a teacher is in need of a short leave of absence (one (1) to five (5) days) due to personal reasons, the Superintendent may grant the unpaid leave.
- G. <u>Additional Leaves</u>. The Board may grant unpaid leaves for reasons other than those above. The advantage to the School District will be a prime consideration. Renewal shall be at the discretion of the Board.

H. Return From Leave.

- 1. Any teacher returning from health or personal leave shall return to his/her original position.
- 2. The Board agrees that a teacher returning from an unpaid leave, other than a health leave or personal leave, granted under this Article, shall be entitled to reinstatement according to the following:
 - a. Full Time
 - (1) The returning teacher will return to his/her original position if it has not been filled with a permanent employee.
 - (2) The returning teacher will be entitled to replace the least-senior probationary teacher occupying a like or equal position for which the returning teacher possesses certification, qualification and has greater seniority.
 - (3) If no probationary teacher occupies a like or equal position for which the returning teacher is certified and qualified, the returning teacher will be entitled to replace the least-senior tenured teacher occupying a like or equal position for which the returning teacher possesses certification, qualification and has greater seniority.
 - (4) A teacher completing at least one-half (1/2) of the scheduled work days his/her last year shall be granted one (1) step increment upon his/her return.

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14	Article 14
14 15	Teacher Evaluation
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17	A. Probationary Teachers.
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19	1. Responsibility. The work performance of all teachers is the responsibility of the Administration
20	with such performance to be in the form of a written evaluation. Probationary teachers shall be
21	observed at least three (3) times during the school year with the following understandings:
22	a. Observations will be completed prior to March 1st.
23	b. At least twenty (20) school days between observations.
24	c. Allowances will be made for extenuating circumstances or recent hardships on teachers.
25	d. When necessary, an administrator has the right to request that another administrator
26	conduct an observation(s) and write an evaluation of the teacher whose performance is in
27	question. Said teacher shall have the right to select the administrator within the following
28	ranges:
29	Elementary - A Preschool - 6 Building Administrator
30	Secondary - A Middle School or High School Building Administrator.
31	e. Teacher Mentors will be made available to assist and/or advise probationary people but
32	not to evaluate.
33	f. The final evaluation report will be a summary of all observations from the observation
34	period and should reflect the total efforts of the teacher. This report will be completed by
35	March 15th.
36	
37	2. Conditions. Observations shall be conducted by the teacher's administrator and/or in accordance
38	with (d) above. Each observation shall be made in person for as near thirty (30) minutes as may
39	be practical. All monitoring or observation of the work of a teacher shall be conducted openly
40	and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television,
41	public address, audio systems, or similar surveillance devices shall be strictly prohibited.
12	
1 3	3. Reports. Two (2) copies of each written observation/evaluation shall be submitted to the teacher
14	within five days of the observation, one (1) to be signed within five (5) days and to be returned to
45	the Administration, the other to be retained by the teacher. In the event the teacher feels the
1 6	observation/evaluation was incomplete or unjust, he/she may put any objections in writing and
1 7	have them attached to the report which will be placed in the personnel file. All
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(1) A part time teacher shall return to a like or equal part time position for which

the returning teacher possesses certification, qualification and has greater

(2) A part time teacher that does not have a like or equal part time position available will be entitled to the next available vacancy for which the teacher

possesses certification, qualification and has greater seniority.

I. <u>Notification</u>. The Association shall be notified in writing of all leaves granted to unit members.

J. Family Medical Leave Act (FMLA). The Association and Administration will follow as per the

b. Part Time

federal guidelines.

seniority.

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observations/evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association. Such criteria shall be contained on the observation/evaluation instrument approved by the Board and Association.

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4. <u>Follow-Up Reports.</u> Any observation/evaluation report which notes an area in need of correction shall be handled in the following manner: within five (5) days of the signing of the observation report, the Administration shall identify specific ways/means/steps that the teacher may use to correct the noted problem. The method by which the correction process will be monitored and a realistic time frame for doing so will also be noted. Two (2) copies of the above will be given to the teacher with one (1) to be signed by the teacher within five (5) days and returned to the Administration, the other to be retained by the teacher. The teacher's signature does not necessarily indicate agreement with the report but only acknowledges receipt of the report.

B. <u>Tenure Teachers.</u> Tenure teachers will be formally evaluated at least once in each two (2) year period. The final evaluation shall be completed by May 15th and shall be preceded by at least one (1) classroom observation. The evaluation of tenure teachers shall be subject to Sections;1-b, c, d, e,2,3,4 of Part A of this Article.

C. <u>Teacher Evaluation</u>. Any proposed evaluation instrument may be reviewed by a committee of staff for a period not to exceed sixty (60) days. Failure to recommend modification within this sixty (60) day period shall constitute acceptance.

D. <u>Personnel File Content.</u> No defamatory material, originating with the Jefferson Schools, may be placed in a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

2. All communications to a teacher will be dated and addressed to the individual to whom it is directed.

1. Any communication between the Administration and a teacher, if it is to be placed in the

3. The subject matter of communications will be listed on the memoranda.

teacher's personnel file, will bear a notice of such intent.

4. The distribution of all copies of communications will be listed at the bottom of such communications.

5. A teacher will be given the opportunity to file a response to all communications. Such responses will become part of the personnel file.

D. <u>Infraction Representation.</u> 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 rules or delinquency in professional performance. A teacher shall be notified by an administrator of the desire for a conference and the topic of conversation. If the teacher desires an Association Representative to be present, the time of the conference will allow his/her presence.

Article 15 Professional Conduct

A. <u>Compliance</u>. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.

B. <u>Breaching of Professional Behavior</u>. The Association recognizes that abuses of sick leave or 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.

C. <u>Responsibility</u>. A teacher's primary responsibilities are in his classroom or regular facility in which his basic assignment occurs. However, as an employee of the Board, he/she also has student responsibilities throughout the building and grounds during regular school hours at the place of his employment.

D. <u>Discipline - Representation.</u> 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 rules or delinquency in professional performance. Reprimands or disciplinary action against a teacher can only be implemented by an administrator. 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. The Association shall provide representation in a timely manner.

E. <u>Due Process.</u> No teacher, tenure or probationary, shall be reprimanded, warned, disciplined, or deprived of any position, reduced in rank or compensation, or dismissed from employment without due process. The Board endorses the general concept of progressive discipline, but reserves the right to impose a more immediate and severe penalty if the situation warrants. In addition just cause shall be accorded to all tenure teachers.

F. <u>Tardiness</u>. If a staff member is frequently tardy reporting to his assignment, or leaving early, a written warning will be given to the teacher. Should further offenses occur, the Board reserves the right to take disciplinary action.

G. <u>Consequences</u>. It is further recognized by the teacher that if, after warnings in writing by the Administrator, (copies to be provided to the teacher and copies to be retained by the Administrator), such practices continue, the Board may institute proceedings against said teacher, which may result in further discipline up to and including discharge.

In cases of serious misconduct, such as, (but not limited to) sexual/physical misconduct, illegal activities, insubordination, deliberate misrepresentation or falsification of records, or endangerment of life or property, the administration shall not be required to give "prior warning" (either oral or written) as a prerequisite to imposition of disciplinary sanctions for such misconduct.

9	Article 17
10	Reductions in Personnel and Annexation and Consolidations of District
11	
12	A. Obligation. To the fullest extent permitted by law, this Agreement shall be binding upon any school
13	district into which or with which this district shall be merged or combined.
14	
15	B. Consolidation. In the event this district shall be combined with one or more districts, the Board will
16	use its best efforts to assure continued employment of Association members in such consolidated
17	district.
18	
19	C. <u>Reduction of Personnel.</u>
20	
21	1. Before the Board acts to reduce the teaching staff for any reason, the Board shall notify the
22	Association of the necessity, and shall furnish a list of the staff positions needed to implemen
23	the proposed educational program for the forthcoming year and in addition, shall meet with the
24	Association to discuss the best manner of staffing. Teachers shall be given notice of layoff a
25	least sixty (60) days prior to the effective date of the layoff.
26	
27	2. Reduction of certified staff positions of bargaining unit members shall be made in inverse order
28 29	of seniority, and according to certification and qualifications.
30	3. Probationary employees will be laid off first and shall not be retained over tenured teachers
31	except where no tenured teacher is certified or qualified to fill a position remaining.
32	4. Tenured teachers will be laid off in inverse order of seniority, and according to certifications and
33	qualifications as herein defined.
34	quanticutions as neight defined.
35	5. "Certified" shall be defined as a state-recognized valid teaching certificate. A teacher will be
36	considered certified for only those areas listed and university-verified as of the effective date of
37	the layoff.
38	·
39	6. Bumping shall be allowed only in cases where positions have been eliminated through a
40	reduction in staff in a building or department. The teacher bumped must be the one with the
41	least district seniority in the area, department, or building. Those affected by the original bump
42	may follow the same procedure to secure a new position.
43	
44	Elementary teaching areas, such as Art, Music, Physical Education, etc., will be subject to
45	district seniority in their respective teaching areas of specialization. If no such position is
46	available, then the teacher will follow the Elementary Bumping Procedure in step b (below).
47	
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Article 16

Retirement Compensation

A. Expiration. The payment of previously agreed benefits expires completely on June 30, 2009

according to Letter of Agreement dated May 11, 2006

1	a. Secondary Bumping Procedure Grades 7-12. When it becomes necessary to reduce a 7-12			
2	position, the teacher with the lowest district seniority in the area or department will be considered			
3	displaced. That teacher must first bump in his/her major; if there is no position available in his/her			
4	major, he/she must bump in his/her minor. If there is no position available in his/her minor, he/she			
5	may then bump in other areas covered by his/her certificate, the teacher with the least seniority in			
6	his/her area, unless this would cause a more seniored teacher to be laid off. If there is still no			
7	position available, and the teacher from a 7-12 position has an elementary certificate, that teacher			
8	will follow step b (below). If the teacher does not have an elementary certificate, he/she shall be			
9	laid off.			
10				
11	b. Elementary Bumping Procedure Preschool - 6. When it becomes necessary to decrease a			
12	position(s) in an elementary building(s), the teacher with the lowest seniority in his/her current			
13	grade level where the reduction is occurring has the following options:			
14				
15	(1) Bump the lowest seniored teacher in the building, or bump the lowest			
16	seniored elementary teacher in the district.			
17				
18	(2) If option 1 is not available, the teacher must bump the lowest seniored			
19	teacher in the district covered by his/her certificate.			
20				
21	(3) If options 1 and 2 are not available, the teacher shall be laid off.			
22				
23	c. Overall Bump Bid Procedure. The Association and Administration will collaborate on the dates			
24	and documents to communicate to all teachers that may directly or indirectly be affected by the			
25	process.			
26				
27	(1) Letters to all establishing the date of the Bump Bid meeting.			
28				
29	(2) Beginning with the most senior teacher affected, he/she will be asked to declare the			
30	following:			
31	*Major - at which time if his/her major would permit the teacher to bid on a job			
32	held by the least senior teacher then that job will be taken by said teacher. If no			
33	job is available then the teacher will be asked,			
34				
35	*Minor - at which time if his/her minor would permit the teacher to bid on a job			
36	held by the least senior teacher then that job will be taken by said teacher. If no			
37	job is available then the teacher will be asked,			
38				
39	*Other Certifications - at which time if his/her certifications would permit the			
40	teacher to bid on a job held by the least senior teacher then that job will be taken			
41	by said teacher. If no job is available then the teacher will be,			
42				
43	(3) Laid Off			
44				
45	(4) In the event a displaced teacher has sufficient seniority the following process will be			
46	followed:			
47	options as follows:			
	i			

7. If teachers are to be reassigned to areas in the Middle School as permitted by their state certification, but do not meet the additional requirements listed in subsection 6, they shall be exempt from such additional credit requirements if he/she has had one (1) year of successful Jefferson teaching experiences in the area to which he/she is to be reassigned. The parties agree to follow state and federal law as required.

8. Teachers on leaves of absence will be given notice of layoff if such teachers were scheduled to return to work but no position exists for which they have seniority, certification, and qualifications to claim. Such teachers shall be placed on the layoff list and will be recalled pursuant to the provisions of this Article.

9. Laid off teachers shall be recalled to the first position for which they are certified and qualified in order of seniority.

10. A laid off teacher who has seniority shall be considered laid off until he/she is reinstated in the school district. Refusal of an offer from the Board of a position for which the laid off teacher is certified, or failure to respond within fifteen (15) days of the receipt of a written offer, shall constitute a forfeiture of all seniority and rights of recall.

11. Notification of recall shall be in writing, with a copy sent to the Association. The notification shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of the teacher to notify the Board of any change in address.

12. A laid off teacher shall continue to receive his/her full insurance benefits (Life, Dental, Health) through the remainder of the school year in which he/she is laid off, and through the summer months of June, July and August. Such a laid off teacher may continue his/her health, dental, and life insurance benefits beyond this cutoff date by paying monthly the normal, per-subscriber group rate premium for such benefits to the Board, and under provisions established by the insurance carrier.

- 13. A laid off teacher shall, upon application, be granted priority status on the substitute teacher list.
- 14. During a period of impending layoffs, all requests by teachers for leaves of absence shall be granted by the Board.

Article 18 Continuity of Operations

A. Resolution Dispute. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.

B. <u>Board Agreement.</u> The Board agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

C. Acts of God. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise presented by the Act of God. The school year may be extended as outlined by state law and regulations, and if extended shall be done so in accordance with the negotiated calendar. Such extension, if required, shall not entitle teachers to additional compensation.

Article 19 School Calendar

A. <u>Compliance</u>. The school calendar shall be followed as presented in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association.

B. <u>Record Days.</u> Record days shall be provided as shown in Schedule A, Calendars. Any days provided shall be used for the completion of teacher records. Students shall be excused from attendance on these days.

C. Contract Days. The calendar will show one hundred-sixty four (164) student days or portions thereof. The teachers' work year shall be one hundred-sixty nine (169) days to meet 1098 hours, less any authorized "Act of God" days. Any such "Act of God" days beyond the allowance set by Michigan Law and Department of Education regulations will be made up by students and teachers at the end of the school year or at other times as specified by the calendar. Teachers will not receive additional compensation for the make up of such "Act of God" days beyond the "Grace Days" provided for under Michigan Law and Department of Education regulations, but will receive their regular pay for any such days when such days are observed. New teachers shall be scheduled to work one (1) day more than returning teachers, as shown in the calendar.

By April 15th of each year, the hours needed to meet 1098 requirement will be evaluated to adjust our calendar. We will determine jointly how many extra hours have been accrued over the 1098 hours. Based on the number of hours needed to equal 1098, we may add/reduce days to the calendar to meet the 1098 hours.

2 3 4 5

D. State Requirements. All parties agree to meet the state requirements on teacher/student contact time concerning hours per year and days per year. If it becomes necessary to increase current teacher/student contact time to meet state requirements, the means for implementing said increase(s) shall be negotiated by the administration and the JEA.

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Article 20 **Professional Compensation**

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10 A. Salary Schedule. The basic salary schedule is set forth in Schedule B. Such salary schedule shall 11 remain in effect during the term of this Agreement.

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B. Experience Credit. The Superintendent and/or Board may grant experience credit to newly employed teachers with the maximum grant being limited to that experience previously earned or ten (10) years, whichever is less.

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C. Longevity. Longevity increments will be due at steps 12-15-18-21-24-27-30. The total increment will be added at each step per Schedule B.

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20 D. Extra Duty. Extra duty assignments are set forth in Schedule C & C2. Such salary schedule shall 21 remain in effect during the term of this Agreement.

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E. Mileage Reimbursement. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the IRS' established rate per mile. The same allowance shall be given for the use of personal cars for authorized field trips or other business of the District. It is expressly understood that this does not constitute the leasing of a teacher's vehicle.

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Teaching Overload. If a teacher shall teach more than the normal teaching load as set forth in this article and is permanently assigned an additional class, he/she shall receive additional compensation at the rate of one twenty fourth (1/24) of the base contract salary for Middle and Elementary 5/6 schools per term/marking period, and one eighteenth (1/18) of the base contract salary for High School per term/marking period.

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G. Additional Work Rate. The agreed hourly rate for a teacher for additional hours beyond the normal school day and/or year shall be per teaching hour as follows:

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	<u>2007-2010</u>
<u>Assignment</u>	
Curriculum Meeting(s)	\$22.00
Teaching	\$24.00

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All hourly assignments must be made and approved by the Administration. All teachers in the school system will be eligible for this pay rate. Where applicable, teachers that are needed for less than one (1) hour of employment will receive a pro-rated compensation. compensation will be paid for classes that need to be split on an emergency and temporary basis (temporary meaning for up to half (1/2) day).

H. <u>Hourly Substitutes</u>. Hourly substitutes for secondary assignments will be assigned by the Administrator. Hourly substitutes will be assigned to an opening if the teacher has an open period and is willing to assume the extra load. If more than one teacher is available for duty during the period in question, the willingness and equitable distribution of the load will be considered. The rate per hour shall be the amount stated in item G above.

I. <u>Pay Rate.</u> The elementary teacher will be paid according to the following teaching schedule:

10		2007-2010
11	Teaching Time	
12	One-half $(1/2)$ hour or less	\$18.00
13	Over one-half $(1/2)$ hour	\$24.00

No additional compensation will be paid for classes that need to be split on an emergency basis and temporary basis (temporary meaning for up to one-half (1/2) day).

J. <u>Salary Lane Change Credit.</u> As a teacher moves from Lane 1 (BA) to Lane 2 (MA), he/she must have a Master's Degree from an accredited college or university. In order for a teacher to move from Lane 2 to Lane 3, he/she must complete post-graduate hours from an accredited college or university. No hours will count towards a move into Lane 3 or Lane 4 unless the courses were taken after the completion of the Master's Degree.

All graduate programs or courses anticipated being taken for credit toward a salary schedule change shall be reviewed previously by the Superintendent.

In addition to the listed salary in Lane 4, teachers meeting one of the following conditions shall receive a maximum annual salary addition as follows:

1. Hold two (2) Masters Degrees (minimum of sixty (60) graduate hours)

 Hold a Specialist Degree
 Hold an earned Doctorate Degree

	<u>2007-2008</u>	<u>2008-2009</u>	<u>2009-2010</u>
Additional Salary			
Meeting the Conditions	\$1,675	\$1,675 + 1% +	2008-09 +
		Achievement Award %	Negotiable %

For a lane change effective first semester, requests must be received by October 1st. For a lane change effective second semester, requests must be received by February 1st. Forms for requesting lane changes or additional compensation are available at the Superintendent's Office. Teachers applying for Salary Lane Change Credit should use the Schedule I form.

K. The components of a High School, Middle School and Elementary 5/6 School, full-time teacher's work day are:

1	1.	Actual pup	il contact time as	defined in Article 5;		
2	2.	Preparation	n time of one class	s period per day (Article 5);		
3	3.	On-duty, n	on-contact time o	of one (1) hour per day.		
4						
5						
6	The total on-duty	time for a f	ull-time teacher i	s seven (7) hours and half thirty-five (35) minutes per		
7	day, as provided i	n Article 5.		- · · · · · · · · · · · · · · · · · · ·		
8						
9	The parties hereb	y agree that	High School, Mi	iddle School and Elementary 5/6 School teachers who		
10	share a full-time	a full-time position, or who hold a part-time position, shall be required to be present and on				
11	duty according to	the following	ng formula:			
12						
13	1.	The actual time required for his/her assigned pupil contact (hours);				
14	2.	Fifteen (15) minutes of preparation time for each pupil contact hour;				
15	3.	Non-contact time directly proportionate to his/her pupil contact time.				
16			• 1			
17		Example for	or High School, M	Middle School and Elementary 5/6:		
18		<u>-</u>	_	•		
19	Exam	ole: 6 hour	r day - Teacher lo	oad is 5 classes taught in a 6 period day		
20	•	-	•			
21		Pay Scale		On-Duty Time Plus Prep of		
22		1 classes	20%	+15 minutes		
23		2 classes	40%	+30 minutes		
24		3 classes	60%	+45 minutes		
25		4 classes	80%	+60 minutes		
26						
27		Example #1: A teacher is assigned to teach two class periods.				
28						
29		1 110 :				
30			` -	eriods) contact time		
31		 2. Two class periods times 15 min. = 30 min. prep time 3. Two class periods worked = 110 min. 				
32			_			
33 34		$2/3 \times 30$ min. (non contact time) = 20 min. 4. Next, add 1, 2, 3 above: $110 + 30 + 20 = 160$ min. Total on duty time				
		4. Next, au	u 1, 2, 3 above.	110 + 30 + 20 = 100 mm. Total on duty time		
35						
36			A	C 1. 21		
37				ticle 21		
38			Special Teach	ning Assignments		
39						
40		A. <u>Summer School.</u> Assignments for Summer School Programs will be posted and filled on an annual				
41	•	basis by the Board. Teachers represented in this Agreement will first be offered assignments on the				
42		tion, qualific	cations, and seni-	ority. The rate of pay will be per teaching hour as		
43	follows:					
44						
45		<u>Salary</u>		<u>2007-10</u>		
46		Summer So	chool Per Hour	\$24.00		
47						

There will be no compensation for preparation time.

Article 22

Student Discipline and Teacher Protection

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A. Discipline Maintenance and Control. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. 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 psychotherapy. 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 reasonable steps to utilize such professional personnel as are available.

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B. Student Misbehavior. Teachers shall first discuss daily problems with the child. If necessary, teachers shall have a conference with the parent(s) before referring the student to the Administration for further action in day to day mischievous student conduct. A teacher may send a pupil to the principal of the building when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident. Any student sent to the office for serious or continuous misbehavior will be allowed back to class only after a conference with the teacher, the student, the student's counselor, and an Administrator; counselors are not included in the elementary student process. The student's parents will be notified of such meeting. Should such gross misbehavior persist, the student will be suspended from school until a parent meets with a Building Administrator.

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C. Temporary Suspension. Temporary suspension of students from school may be imposed only by the Superintendent or his designated representative. School authorities will achieve correction of student behavior through counseling and interviews with the teacher, child, and parents. Permanent exclusion from the school remains the sole right of the Board of Education.

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D. Assault or Abuse. Any case of assault upon a teacher during the course of school business shall be promptly reported to the school's Principal, who will immediately report the incident to the Superintendent of Schools. The student will be suspended until such a time that arrangements have been made for a hearing on the suspension before the Board of Education. If the act of a non-student is of such a nature that it should be prosecuted in a court of law, the case will be referred to the Board Attorney and the County Prosecuting Attorney for action. In any case upon an assault of a teacher, the Board's legal counsel shall advise the teacher of his/her rights and obligations with respect to assault, and shall render assistance to the teacher in connection with handling the incident by law enforcement officers and judicial authorities.

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E. Time and Property Loss. Teacher property which is lost, damaged or vandalized while on school property shall be subject to reimbursement of actual value (up to a maximum of \$500) by the Board upon reasonable documentation of loss and value. PROVIDED, however, that this shall not apply to loss incurred in circumstances where teacher negligence is a primary causal factor (such as failure to take reasonable precautions to place objects in a secure location or unnecessarily bringing valuable objects onto school premises).

1 F. The district will provide personal property coverage for catastrophic events or loses such as fire 2 damage, flood damage, water damage, criminal damage and/or Act of God. The teachers will pay the 3 insurance deductible. 4 5 **Article 23** 6 **Group Insurance Protection** 7 8 A. Protection. 9 10 1. Coverage. The Board shall provide insurance protection for full time employees as described below. 11 12 a. MESSA Choices II for the contractual period for the employee and his/her entire family 13 and any other eligible dependents as defined by MESSA. 14 15 b. MESSA's Pak A includes: 16 Choices II 17 70% Long Term Disability 18 90 Calendar Days Modified Fill 19 Maternity Coverage 20 Freeze on Offsets 21 **Pre-Existing Condition Waiver** 22 Alcoholism/Drug - 2 year limitation 23 Mental/Nervous - same as any other illness 24 25 **Negotiated Life** \$40,000 with AD&D 26 27 Vision VSP 3 100:90/90/90: \$3000 28 Dental 29 Plan Month - July (\$1000 Class I & II Maximum) 30 31 Employees not electing MESSA Pak A will select MESSA Pak B, which includes: 32 33 Long Term Disability 70% same as above 34 35 Negotiated Life \$50,000 with AD&D 36 37 Vision VSP3 38 39 100:90/90/90: \$3000 Dental 40 Plan Month - July (\$1000 Class I & II Maximum) 41 42 B. Premium Payments. The Board shall make payment of insurance premiums for each full time 43 teacher to assure insurance coverage for the full twelve month period commencing September 1st,

and ending August 31st. When necessary, premiums on behalf of the teacher shall be made

retroactively to assure uninterrupted participation and coverage.

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- 1. <u>Unpaid Leave</u>. If a teacher is on an unpaid leave any part of the school year, the school will carry the insurance for the remainder of the month for which the leave began and the month following and the teacher shall then assume the responsibility from that day through the month in which the teacher returns to work. If the month following is June, then the Board will assume responsibility for July and August unless the teacher resigns. Teachers leaving the system shall have their premium paid through the end of the month in which they leave.
- 2. <u>Full Time Employee Contributions</u>. Each employee who selects PAK A shall contribute seventy-five (\$75.00) dollars per month in pre-tax deduction toward the costs of his/her health insurance premium.
- C. <u>Part-Time Teacher Benefits and Contributions</u>. Part-time teachers shall be entitled to participate in the Group Insurance Program. For those teachers selecting PAK A the Board shall make premium payment on a prorated basis equal to the staff member's salary proration. Staff members not selecting PAK A shall receive PAK B with no proration.

Article 24 Professional Grievance Procedure

- A. <u>Personal Complaint</u>. If an individual teacher has a personal complaint which he desires to discuss with his principal, he is free to do so without recourse to the grievance procedure.
- B. <u>Definition</u>. A grievance is a claim by a teacher or the Association as represented by the President or the President's designee of improper application or interpretation of this Agreement.
- C. <u>Level 1.</u> If the Association or an individual teacher has a complaint which may be grievable, it shall be discussed first with the proper administrator. An individual teacher may be accompanied by a representative of the association. (This step may be the same as "A" above.)
 - D. <u>Level 2.</u> The grievant may invoke the formal grievance procedure within seven (7) school days of the alleged infraction on the form set forth in annexed Schedule D, signed by the grievant and a Representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor, who shall sign a receipt for said grievance. If the grievance involves policy, the Association may file with the Superintendent of Schools.
 - E. <u>Level 3</u>, <u>Grievance Presentation</u>. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with an Association representative and the grievant 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 grievant and the Association.
- F. Settlement and/or Dropping of Grievance. Any grievance that either (1) is not processed further or (2) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Board, the employee or employees involved, and the Association and its members.

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- G. <u>Unsatisfactory Resolution (Level 3)</u>. If the grievance is not satisfactorily resolved by the preceding disposition, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Superintendent by the Association. Said transmission to the Superintendent must be within fifteen (15) school days. Within five (5) school days, the Superintendent or his designee shall meet with an Association representative on the grievance and 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.
- H. Level 4, Board Hearing. If the grievance is not satisfactorily resolved by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. Said filing with the Board must be within fifteen (15) school days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate.
- I. Level 5, Arbitrator. If the Association is not satisfied with the disposition of the grievance by the Board, only the Association and not the individual teacher, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- 25 J. <u>Arbitrator Expenses.</u> The fees and expenses of the arbitrator shall be shared equally by the parties.
- K. Not Arbitrable. It is expressly understood that the arbitrator shall have no jurisdiction to rule upon the non-renewal of a probationary teacher by the Board of Education.
 - L. <u>Reinstatement Provision</u>. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional compensation lost. If he/she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him/her.
 - M. <u>Time Limitations</u>. 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 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- N. <u>Violation of Time</u> Any grievance which is not timely filed and/or appealed within the specific time limits set forth in that step level shall be considered to be settled on the basis of the decision rendered at the previous level. The failure of the Board, at any step level on the grievance procedure, to communicate the decision on grievance in writing to the Union, within the prescribed time limits set forth in that step level of the grievance procedure shall permit the Union to file an appeal of the grievance at the next higher step of the grievance procedure, but shall not be deemed to

be an admission as to the substantive merit of said grievance. The time for filing such an appeal shall be measured from the date on which the response to the grievance was due.

O. <u>Building Representation</u>. There shall be one or more Association representatives for each school building to be selected in a manner determined by the Association. The Association shall inform the Principals of each school building and the Superintendent not later than the second week of school of the name or names of the designated Association representatives of each school building and their designated alternates in case of absence.

Article 25 Negotiation Procedures

A. <u>Commitment</u>. This agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.

B. <u>Negotiations Initiation</u>. Prior to April 1st, 2010, upon request of either party, negotiations shall be undertaken for an agreement covering the ensuing school year(s). All efforts shall be made to end negotiations by July 1st.

C. <u>Selecting Representatives</u>. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and 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 and approval by the Board of Education, 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.

Article 26 Health

A. Medical Exams.

1. <u>Teacher Physical</u>. For the protection of children, the Board of Education may require of each teacher a yearly health statement from a licensed physician. A school physician shall be designated by the Board and his services may be used without cost to the teacher. Required health statements must be filed in the office of the Superintendent not later than September 1 for newly employed personnel, and October 1st for returning personnel. Teachers will meet the requirements of the state guidelines at no expense to the teacher.

2. <u>Dissatisfaction</u>. In the event either party is dissatisfied with the results of the examination, the results of a clinical service of a recognized hospital shall supersede those of the original physician, the protesting party bearing the expense of the examination.

B. Illness and Injury.

1. <u>Physicians Certificate</u>. A teacher who is not able to return to duty on Monday following a one (1) week's illness or injury shall present a licensed physician's certificate of ability to return to work to the principal upon his return, if so required.

 2. <u>Nervous Disorders</u>. A teacher who has been absent because of a nervous disorder must present a satisfactory report from a practicing, licensed physician or psychologist. In addition, a medical or psychological report from the school district's designated physician or psychologist may be required.

3. <u>Board Examination Request</u>. The Board of Education shall have the right to demand a clinical examination, either physical, mental or both, at its expense, when in its estimation the health of a teacher makes him unable to perform satisfactorily his assignment in the school system.

Article 27 Orientation of New Teachers

- A. <u>Provisions For.</u> The Board and the Association will provide at least a one (1) day orientation program for all new teachers and the previous year's second semester probationary teachers employed in the school system.
 - 1. <u>Composition</u>. Three (3) representatives from the Board and two (2) representatives from the Association will make up the committee, to be appointed by the Board and the Association respectively. The program must be approved by the Superintendent of Schools.
- B. <u>Planning</u>. The committee, at the request of either party, will meet the second week in August to plan the orientation program.
- C. New Teacher Assistance Program. Each new teacher shall be assigned to a Teacher Mentor for the purpose of aiding the incoming teacher with lesson planning, instructional techniques, classroom management, scope and sequence of learning skills as they relate to course objectives, and development of intra/interpersonal relationships. Teacher Mentors will be selected by the administration from those interested parties and may serve once every three years. This assignment does not necessarily have to be made in the same grade level or given to the Department Head. Teacher Mentors will be tenure teachers and not responsible for evaluations. Teacher Mentors will be provided with a guide for implementing the program to be developed. Compensation for such activity will be as provided in Schedule C2.

Article 28 In-Service Training

- A. <u>Provisions</u>. In view of the changing nature of education, the school calendar will provide for inservice/staff development training. The purpose of this training shall be to keep Jefferson teachers abreast of current innovations in curriculum and methods of presentation. Topics relevant to education and of interest to staff will also be considered as items for in-service.
- B. <u>Representation</u>. Three (3) representatives from the Board and five (5) representatives from the Association shall make up the committee responsible for planning in-service/staff development training. All programs must be approved by the Board and/or the Superintendent.

C. <u>Planning</u>. The Committee shall be responsible for planning and coordinating staff development programs, selected in-service topics, and other staff related programs such as awards, recognition, etc. Suggestions are encouraged from the various departments, grade levels, and individuals.

1 2

Article 29 Miscellaneous Provisions

A. <u>Agreement Protection</u>. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement shall be controlling.

B. <u>No Return Notices</u>. Prior to March 1st of the school year, staff members not intending to return should give notice to the Superintendent. This in no way will waive the right and privileges that a teacher has under the State Tenure Act.

20 C. <u>Policy Incorporation</u>. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. <u>Invalid Provisions</u>. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

E. <u>Agreement Distribution</u>. Copies of this Agreement shall be made available by the Board. Copies shall be presented to all teachers now employed, and hereafter employed by the Board.

F. Change in Resources.

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. If there is a dramatic drop in district resources then the parties will agree to discuss the issues that surround the drop in resources. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

Article 30 Educational Improvements

A. <u>Conference Attendance</u>. The Board shall pay, within the framework established by the Board, expenses as detailed on Conference Expense Report (fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent or his designee. Teachers applying for a Conference or Conference Expenses should use Schedule L and/or M.

A. <u>Seniority Defined</u>. Seniority shall be defined as the total service in the bargaining unit, computed from the first day the teacher reported for work. All teachers henceforth hired to begin work on the same day shall participate in a drawing to determine their placement on the seniority list. Seniority is continuous, uninterrupted service in the bargaining unit, as described below.

Seniority

B. <u>Acquiring Seniority</u>. Seniority is acquired by an employee from the first day of work in a bargaining unit position. An employee's seniority date will be adjusted periodically as required to account for periods of time when the employee has not earned seniority.

C. <u>Seniority Lists</u>. Two seniority lists shall be maintained by the District. One for certified teaching bargaining unit members and another for non-teaching certified bargaining unit members. The Superintendent shall publish and post updated seniority lists no later than October 1 of each year. The initial seniority list shall be posted within thirty (30) days of the effective date of this Agreement. A copy of the seniority list and subsequent revisions shall be furnished to the Association. Any employee objecting to the seniority list shall do so by November 1st of each year or within thirty (30) days of the posting of the initial seniority list, otherwise any claims of adjustments to seniority are permanently waived.

D. <u>Loss of Seniority</u>. All seniority is lost when the employee:

32 1. Resigns or retires;

- 2. Is discharged for cause and not reinstated;
- 3. Fails to report for work at the termination of a leave of absence;
- 4. Fails to report for work upon recall from layoff.

Neither layoff or the taking of approved leave of absence as provided in this Agreement shall cause the loss of seniority.

- E. Seniority. An employee will earn and accrue seniority as follows:
 - 1. Full Seniority over 75% of a full assignment.
 - 2. Three Fourths Seniority over 50% up to and including 75% of a full assignment.
 - 3. One Half Seniority over 25% up to and including 50% of a full assignment.
 - 4. One Fourth Seniority up to and including 25% of a full assignment.

F. <u>Interrupted Seniority</u>. Seniority is interrupted and no longer accrues during any period when an employee is:

2 2. On an unpaid leave of absence except as provided elsewhere in this Agreement. 3 3. Laidoff. 4 5 G. Seniority During Leaves of Absence. Seniority will continue to accrue while an employee is on an 6 approved leave of absence as defined herein. Seniority will not accrue while an employee is on 7 unpaid leave of absence except as follows: 8 The employee is on an approved Sabbatical Leave or Educational Leave, or; 1. 9 2. The employee is on Military Leave, or; 3. 10 The employee is on Association Leave as herein provided, or; 11 4. The employee on Maternity/Child Care Leave will continue to accrue seniority for the 12 remainder of the semester in which the leave begins, and for one full semester thereafter. 13 14 **Article 32** 15 **Nurses Benefits** 16 17 A. Agreement. It is hereby agreed by and between the parties to this Agreement that the position of 18 School Nurse shall be made part of this Agreement subject to the following restrictions, agreements, and 19 understandings: 20 21 1. The position shall be non-tenured with non-tenure contracts being issued each year. 22 23 2. The position shall require certification as issued by the State Department of Education. 24 25 3. The position shall require the same calendar and on-duty hours as a certified staff member. 26 Less than full-time employees shall work on a pro-rated basis. 27 28 4. Position schedules shall be made available prior to the opening of school with input from 29 those in the position. 30 31 5. Shared-time assignments shall be made in accordance with the terms of the Master Agreement. 32 33 6. The position shall not gain seniority with the certified staff but rather on a separate seniority list 34 restricted to position holders only. Seniority credit shall be earned in the same manner as a 35 teacher. 36 37 7. Position holders having, or gaining, teacher certification in addition to the required position 38 certification shall not have any rights to bid on a teacher vacancy. Rather, they may apply and 39 be considered with all other applicants. 40 41 8. The position holder shall be entitled to fifteen (15) days per year sick leave to a maximum of one 42 hundred eighty (180) days accumulated. In addition he/she will receive two (2) personal days 43 each year. Unused personal days are rolled into sick leave. 44 A. The unused portion of such allowance shall accumulate to a maximum of one 45 hundred-eighty (180) school days. After June 30th, any unused sick days in 46 excess of 180 days, shall be paid at a rate of fifty dollars (\$50.00) per day.

1. Employed in a supervisory/administrative position at Jefferson Schools.

1 2 3	B. Upon retirement any accumulated sick days will be paid at the rate of fifty dollars (\$50.00) per day.					
4	9. The position	9. The position holder shall be evaluated, in writing, by a member of the administrative staff at least				
5	once every tv	once every two (2) years.				
6	10. Position rec	luctions shall be made in reve	erse order	of position seniority with a notice of sixty		
7	(60) calenda	r days prior to the effective d	ate of the	e lay-off.		
8						
9			, the follo	owing Articles and/or Sections of the Master		
10		oply to position holders.				
11	1. Article 12 - I	Paid Leave of Absence		Sections A, B, C, and D only		
12	2 Autiala 12 I	Tunaid Lagra of Absonce		Sections A. C. D. E. E. and C. only		
13 14	2. Article 13 - C	Unpaid Leave of Absence		Sections A, C, D, E, F, and G only		
15	3 Article 15 - I	Professional Conduct		All Sections		
16	3. Titude 13 1	Toressional Conduct		THI Sections		
17	4. Article 16 - I	Retirement Compensation		All Sections		
18		r				
19	5. Article 17 - I	5. Article 17 - Reductions in Personnel		Section C.12 only		
20				•		
21	6.Article 18 - C	Continuity of Operations		All Sections		
22						
23	7.Article 19 - S	chool Calendar		All Sections		
24						
25	8.Article 20 - P	rofessional Compensation		Section E and K only		
26	0.4 (1.1.226	1 I D ('		A11 C - C		
27	9.Article 23 - C	Froup Insurance Protection		All Sections		
28 29	10 Article 24 D	rofessional Grievance Proced	luwa	All Sections		
30	10.Atticle 24 - F	Totessional Offevance Proced	iure	All Sections		
31	11.Article 26 - H	lealth .		All Sections		
32	11.7 Milete 20 1	learm		7 III Sections		
33	12.Article 29 - M	Miscellaneous Provisions		All Sections		
34		1100011411004011011011011011011011011011				
35						
36	C. Compensation	on:				
37	The position	shall be compensated as per t	the follow	ving schedule:		
38						
39	<u>2007-08</u>	<u>2008-09</u>	2009-	<u>10</u>		
40						
41	\$35,000	\$35,000 + 1% +	2008-			
42		Achievement Award %	Negot	iable %		

Article 33 Duration of Agreement

This Agreement shall be effective as of August 31, 2007, and shall continue in effect through August 31, 2010. It is understood that the health insurance for the 2008-2009 and the 2009-2010 school years will be negotiated beginning in April 2008. It is understood that all economics for the 2009-2010 school year will be negotiated beginning in April 2008 in conjunction with the health insurance statement above.

12	Board of Education	Education Association
13		
14 15		
16	Jeff Grodi, President	Judy Greene, President
17		· · · · · · · · · · · · · · · · · · ·
18		
19	Lori Haskell, Vice President	Jennifer Naida, Secretary
20		
21		
22	Nora Theisen, Treasurer	Diana Linkfield, Negotiating Committee
23		
24		
25	Rick Kull, Secretary	Karen Schenavar, Negotiating Committee
26		
27 28	Doil Davalra Davliamentorian	Dom Church Nagatisting Committee
28 29	Dail Prucka, Parliamentarian	Pam Church, Negotiating Committee
30		
31	Mark Wahlie, Trustee	Carl Dingledine, Negotiating Committee
32	Traine (Trassee	Curi Dingreume, I vegouning Committee
33		
34	Steve Bartman, Trustee	Brian Sexton, Negotiating Committee
35		
36		
37	Tim Fitzpatrick, Superintendent	
38		

Schedule

A

CALENDARS

Jefferson Schools 2007-2008 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/30,	New Teacher Day	1/21	Semester Break
9/4,	First Day Inservice for All Staff	2/25-2/29	February Break
9/5	First Day of School (students)	3/21-3/28	Easter Break
11/1	Countywide In-service Day (Teachers only)	5/26	Memorial Day
11/22-23	Thanksgiving Break	5/30,	Last Day of School
12/24-1/4	Christmas Break		

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Notes:

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(1) The number appearing to the left of each month represents the number of days available for instruction.

9 Weeks Schedule	12 Weeks Trimester Schedule	Teacher Inservice Schedule	Total Instructional Days
Sept 5 - Nov 2	Sept 5 - Nov 21	Sep 4,	164
Nov 5 - Jan 18	Nov 26 - Feb 22	Sept 21,	
Jan 22 - Mar 20	Mar 3 - May 30	Nov 1 ,	Totyal Inservice Days
Mar 31 - May 30		Mar 11,	5
		April 25,	

Jefferson Schools 2008-2009 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

1/19 8/28, New Teacher Day Semester Break 9/2, First Day Inservice for All Staff 2/23-2/27 February Break 9/3 First Day of School (students) 4/10-4/17 Easter Break 11/5, Countywide In-service Day (Teachers only) 5/25 Memorial Day 11/27-28 Thanksgiving Break 5/29, Last Day of School

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12/22-1/2 Christmas Break

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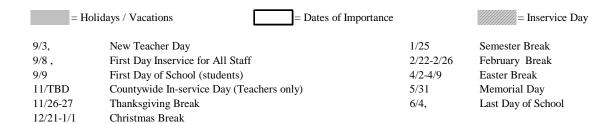
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(1) The number appearing to the left of each month represents the number of days available for instruction.

9 Weeks Schedule	12 Weeks Trimester Schedule	Teacher Inservice Schedule	Total Instructional Days
Sept 3 - Oct31	Sept 3 - Nov 21	Sep 2,	164
Nov 3 - Jan 16	Nov 25 - Mar 6	Sept/Oct TBD ,	
Jan 20 - Mar 27	Mar 9 - May 29	Nov 5 ,	Totyal Inservice Days
Mar 30 - May 29		Feb TBD,	5
		Mar 10,	

Jefferson Schools 2009-2010 District Calendar



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	A	UGUST	Γ	
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Notes:

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(1) The number appearing to the left of each month represents the number of days available for instruction.

9 Weeks Schedule	12 Weeks Trimester Schedule	Teacher Inservice Schedule	Total Instructional Days
Sept 9 - Nov 6	Sept 9 - Nov 25	Sept 8,	164
Nov 9 - Jan 22	Nov 30 - Mar 12	Sept/Oct TBD,	
Jan 26 - Apr 1	Mar 15 - June 4	Nov TBD ,	Total Inservice Days
Apr 12 - Jun 4		Feb TBD,	5
		Mar 9,	

Schedule B

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SALARY

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2007-2008:

Increased by 1.0% of the total salary and the Achievement Award % described below *. Incentive increase will be based on the district GPA from the State assessment scores taken in the 2006-2007 school year.

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2008-2009: Increased by 1.0% of the total salary and the Achievement Award % described below *. Incentive increase will be based on the district GPA from the State assessment scores

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13 2009-2010: All economics will be negotiated beginning in April 2008.

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* The Achievement Award % will be based on the award scale below:

taken in the 2007-2008 school year.

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Award Scale

District	Achievement	
GPA	Award %	
4.0 - 3.5 = A	1.00%	
3.49 - 3.0 = B	0.75%	
2.99 - 2.0 = C	0.50%	

18 19

Example

	Composite	Grade
Building	Grade	Points
#1	В	3
#2	В	3
#3	В	3
#4	В	3
#5	\mathbf{C}	2

Average District

2.80

20 21 22

23

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Achievement Award % 0.5%

In the event that the State assessment scores are not available for any reason, or if there are significant changes to the scoring rubric, it is agreed that the Achievement Award % will be 0.5%.

Schedule B

2007-2008 School Year

TEACHERS SALARY SCALE

Years of				
Service	BA	MA	MA+15	MA+30
1	\$35,824	\$36,809		
2	\$37,228	\$38,202		
3	\$39,946	\$41,202		
4	\$41,485	\$43,025		
5	\$43,390	\$45,215		
6	\$45,945	\$47,766	\$50,316	\$52,865
7	\$48,495	\$50,319	\$55,420	\$59,256
8	\$51,411	\$53,599	\$58,704	\$62,540
9	\$54,335	\$56,881	\$61,989	\$65,818
10	\$57,671	\$60,894	\$65,270	\$69,098
11	\$61,923	\$65,569	\$69,200	\$73,065

13		

Longevity Pay Scale

Steps	<u>2007-2008</u>
12-14	\$569
15-17	\$1,139
18-20	\$1,708
21-23	\$2,278
24-26	\$2,847
27-29	\$3,416
30-up	\$3,986

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Schedule

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C & C2

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EXTRA DUTY

1	SCHEDULE C	_	
2 3 4 5 6 7 8 9	I. Competitive Athletics	E	
4	I. Competitive Athletics A. Football	X	Y
5	Varsity Head Coach	4750	2750
6	a. assistant	3000	1500
7	b. assistant	3000	1500
8	c. assistant	3000	1500
9	2. J.V. Head Coach	3000	1500
10	a. assistant	2750	1350
11	3. 9th Grade Head Coach	2750	1350
12	a. assistant	2600	1300
13	4. 8th Grade Head Coach	2000	1000
14	a. assistant	1850	925
15	5. 7th Grade Head Coach	2000	1000
16	a. assistant	1850	925
17			
18	B. Cross Country (combined Boys/Girls Teams)		
19	1. Varsity Head Coach	4000	2000
20	a. assistant	2250	1125
21	2. Middle School Head Coach	1850	925
22			
23	C. Golf (Boys/Girls)		
24	1. Varsity Head Coach	3200	1500
25	a. assistant	2250	1000
26	2. Middle School Head Coach	1850	750
27			
28	D. Basketball (Boys/Girls)		
29	 Varsity Head Coach 	4500	2500
30	a. assistant	3000	1500
31	2. J.V. Head Coach	3000	1500
32	3. 9th Grade Head Coach	2750	1350
33	4. 8th Grade Head Coach	2000	1000
34	5. 7th Grade Head Coach	2000	1000
35			
36	E. Volleyball		
37	1. Varsity Head Coach	4500	2500
38	a. assistant	3000	1500
39	2. J.V. Head Coach	3000	1500
40	3. 9th Grade Head Coach	2750	1350
41	4. 8th Grade Head Coach	2000	1000
42	5. 7 th Grade Head Coach	2000	1000
43	F. Wrestling	4500	2500
44	1. Varsity Head Coach	4500	2500
45	a. assistant	3000	1500
46	2. JV Head Coach	3000	1500
47 48	3. 9th Grade Head Coach	2750	1350
48 49	4. 7th & 8th Grade Head Coach	2000	1000
50	a. assistant	1850	925
51	C Trook (Pove/Cirle)		
52	G. Track (Boys/ Girls) 1. Varsity Head Coach	4000	2000
53	1. Varsity Head Coach a. assistant	2750	1350
53 54	a. assistant b. throws coach	2250	1125
5 4 55	2. 7th & 8th Grade Coach	1850	925
56	a. assistant	1800	923
57	a. assistant	1000	500
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1	нв	aseball	X	Y
	п. Б	Varsity Head Coach	4000	2000
3		a. assistant	2750	1350
<i>J</i>				
1 5		2. JV Head Coach	2750	1350
5		3. 9th Grade Head Coach	2500	1200
0		4. 8th Grade Head Coach	1850	925
/		5. 7 th Grade Head Coach	1850	925
2 3 4 5 6 7 8 9				
9	I. S	oftball		
10		 Varsity Head Coach 	4000	2000
11		a. assistant	2750	1350
12		2. JV Head Coach	2750	1350
13		3. 9th Grade Head Coach	2500	1200
14		4. 8th Grade Head Coach	1850	925
15		5. 7th Grade Head Coach	1850	925
16				
17	J. S	occer (Boys/ Girls)		
18		Varsity Head Coach	4000	2000
19		2. JV Head Coach	2750	1350
20		3. 9th Grade Head Coach	2500	1200
21		4. 7th & 8th Grade Head Coach	1850	925
22		4. / & sui Grade Head Coach	1650	923
23	и т	annia (Baya/Cinla)		
	K. T	ennis (Boys/ Girls)	2550	1500
24		1. Varsity Head Coach	3550	1500
25		a. assistant	2250	1000
26		2. 7th & 8th Grade Head Coach	1850	750
27				
28	L. S	wimming (Boys/Girls)		
29		 Varsity Head Coach 	4000	2000
30		a. assistant	3000	1500
31		b. diving coach	2250	1125
32		2. 7th & 8th Grade Head Coach	2000	1000
33		a. assistant	1850	925
34				
35	M. C	heerleading (Competitive)		
36	1.1. 0	1. Varsity Head Coach	3550	1500
37		2. JV Head Coach	2250	1000
38		3. 9th Grade Head Coach	1850	750
39			1850	750 750
40		4. 7th & 8th Grade Head Coach	1830	730
41				
42		CCHEDIII E C	•	
42		SCHEDULE C-2	<u>Z</u>	
	DD OCD A	MC COACHEC CDONCODE AND ADVICODE		
	PROGRA	MS COACHES, SPONSORS AND ADVISORS	37	* 7
45	4 (71	1 1 (11)	X	Y
46	A. Ch	neerleading (sideline)	22.50	445-
47		1. Varsity Head Coach	2250	1125
48		2. JV Head Coach	1850	925
49		3. 9th Grade Head Coach	1600	800
50		4. 7th & 8th Grade Head Coach	1200	600
51				
52	B. M	Iusic		
53		1. Band		
54		a. High School	6000	2750
55		b. Middle school	600	300
56		c. Sodt 5 th /6 th grade	200	100
57		d. Majorette, flag corps,	200	100
58		or pom-pom advisor	1850	925
59 59		e. percussion	1850	925
60		c. percussion	1050	743
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B. Music – cont	2. Choir	X	Y
	a. high school &	71	1
	middle school	2600	130
C. Drama	11110010 5011001	_000	100
	1. High School	1000	50
	a. assistant	600	30
	2. 5-8 th Grade	600	30
	a. assistant	400	20
	3. K-4 th Grade	600	30
D. Journalism	Yearbook		
	1. High School Journalism	600	30
	2. High School Yearbook	2500	125
	3. 7th and 8th Grade Journalism	400	20
	4. 7th and 8th Grade Yearbook	1000	50
	5. 5 th & 6 th Grade Yearbook	500	25
E. Class & Cl	ub Advisors		
	 Senior Class Advisor 	1000	50
	2. Junior Class Advisor	900	45
	3. Sophmore Class Advisor	800	4(
	4. Freshman Class Advisor	700	35
	5. 7-12 th Grade Club Advisor	550	27
	6. K-6 th Grade Club Advisor	550	27
	7. Student Council (per bldg)	750	37
	8. National Honor Society		
	High School	550	27
	9. National Honor Society		
	7 th & 8 th Grade	550	27
	10. Lego Club	600	30
	a.assistant	300	15
	11. FIRST Robotics	2000	100
	a. assistant	1000	50
	12. DECA	600	30
B. Curriculum	Representatives	1000	
	1. Department Chairperson	1000 per person	
	2. Curriculum Study Representative	1000 per person	
C. Others			
	1. Lunch Duty	1000	
	a. High School (max.6)	1000 per person	
	b. Middle School (max 4)	1000 per person	
	2. Teacher Mentor	500 per person	

- 1. The parties agree that this schedule represents all extra duty for which compensation is received
- 2. All openings must be posted so bargaining unit members may apply.
- 3. Column X is for all bargaining unit members currently or previously employed by the Jefferson School District.
- 4. Column Y is for all non-bargaining unit members.

		Schedule D Per Article 24, Section D	
GRIEVANCE #_ Submit to Princip		EFFERSON SCHOOL DISTRI GRIEVANCE REPORT	Form Distribution 1. Superintender 2. Principal 3. Association 4. Teacher
Building	Assignment	Name of Grievant	Date Filed
		STEP 1	
A. Date Cause o	f Grievance Occurred		
B. 1. State of C	Grievance		
2. Relief So	ught		
Signature			Date
C. Disposition b	v Principal		
	gnature		
		tionDate	
-		STEP II	
A. Date Receive	ed by Superintendent o	or Designee	
	• •	Designee	
		Date	
		CTED III	
A Date Pagaina	d by Roard of Educati	STEP III ion or Designee	
		ion of Designee	
Signature	. j 20ma	Date	
		ationbatte	
		Date	
		STEP IV	
A. Date Submitt	ed toArbitration		
		Date	
<u>NO</u>	-	Articleof the Agreem	
		strictly observed in the settlement	

Schedule E DUES AUTHORIZATION FORM			
	DUES AUTHORIZAT	ION FORM	
I, the undersigned, authorize my salary the equivalent of N		f Education to deduct in equal payments from for the purpose of:	
☐ Membership	□ R	epresentation Fee	
Date	Name	e	
	Schedule 1	F	
	Jefferson Sch		
EM	IPLOYEE LEAVE RE	QUEST FORM*	
Employee's Name		Date	
Building	Department	t	
	_	violation may be grounds for dismissal.	
Reason for Leave			
	□ Approved	□ Rejected	
Employee's Signate	ure	Supervisor's Signature	
	□ Approved	□ Rejected	
	Central Administr	rative Signature	
shall be returned to the empl	oyee no later than the da	in advance of such a leave request. This form ay previous to the anticipated leave if possible iven orally but this form must then follow the	

(File in quadruplicate)

SCHEDULE	G			
JEFFERSON SCH	OOLS			
Year End Sum	mary			
Final Evaluation Report to the Superintendent for: _				_
EVALUATOR		,		
EVALUATOR:	DATE	g:		
The information contained below is the result of classroom observation the result of daily contacts with the above named person. Nothing should be made known to the teacher previously. However, should there be succeive (5) working days from receipt of this report to place in writing an attached to this report.	ould be c th inform ny object	contained nation, the tions or ex	in this report which has not been e staff member involved shall be giv explanations, a copy of which shall be	en
All categories shall be marked, or if not, are to be con			-	
RATINGS: 1- Outstanding, 2 - Ald 4 - Substandard but making			O ,	
4 - Substandard but makii	ng þrog	gress,	5 - Chsatisfactory.	
1PROFESSIONAL ATTRIBUTES	2	INTE	ERPERSONAL SKILLS	
3TEACHING TECHNIQUES	4	CLA	SSROOM ATMOSPHERE	
5PERSONAL ATTRIBUTES	6	CLA	SSROOM MANAGEMENT	
	~			
JOB PERFORMANCE	SUMN	<u>IATIO</u>	<u>N</u>	
Outstanding				
Above Average (No corrections were necessary)				
Average (Corrections were listed and improvements h	ave beer	n made to	date)	
Substandard but making progress (Corrections	s were lis	sted and s	some improvements have been made	;)
UNSATISFACTORY (Recommendations for imprehas been shown to date. Continued failure to show	rovemen improve	its have be ementin th	een made, but no improvement/ efformed he listed areas may result in dismissa	rt al.
STATUS FOR NEX	XT YE	EAR		
PROBATIONARY TEACHER	PRE	SENT '	TENURE TEACHER	
Recommended for second year probation			nended for continued tenure	
■ Recommended for third year probation			nended for continued tenure	
Recommended for fourth year probation			rective status	
Recommended for tenure			nended for termination	
Recommended for termination		CCO IIIII	ichaea for termination	
Signature of Evaluator			Date	
Teacher Signature (indicating evaluation was read an	nd recei	ved)	Date	
Teacher comments (if any)				

Schedule G

Jefferson Schools

Teacher Observation Form

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Purpose of Teacher Evaluation: The evaluation program has as its primary purpose the improvement of teacher performance. The evaluator through classroom observation and/or daily contacts, will be given a chance to offer an inventory of strengths and weaknesses while outlining a practical improvement program if necessary. These evaluations will provide a history of development and progress.

The final evaluation form when completed is a professional judgment of the teacher's total effort. The items marked represent professional judgments made from day to day contacts as well as judgments made as the result of classroom observations.

	ng scale next to the descriptive phrase which most nearly describes the teacher being rated. Cor o be improved. In each large box, place one of the following number ratings: 1 - Outstanding, 2 -
-	tandard, 5 - Unsatisfactory. If a ranking of 4 or 5 is given, this rating will be defined and w
-	tandard, 5 - Onsausfactory. If a ranking of 4 or 5 is given, this rating will be defined and w
improvement will be outlined.	
Name:	Date:
Assignment:	Building:
	PROFESSIONAL STATUS:
☐ <i>1st Yr. Probation</i> ☐	2nd Yr. Probation □ 3rd Yr. Probation □ 4th Yr. Probation □ Tenure □ Previous State Tenur
IProfessional At	ttributes
A. Attendance:	
☐ Very prompt; r	egular in attendance.
	ompt a majority of the time.
☐ Usually present	
	nce and/or reporting for work on time.
	nd/or frequently reports for work late.
B. Work Ethics:	
•	ute minimum supervision; is self motivated.
	supervision; is reliable.
	eare of necessary tasks and completes with reasonable promptness. uires prompting.
	supervision; is unreliable.
C. Personal Appearan	
☐ Unusually well	
•	personal appearance.
☐ Generally neat	
	idy and careless about personal appearance.
☐ Very untidy.	
D. Communication Sl	xills:
	and written communication.
	munication; makes few errors in written work.
	ful in written and oral communications.
	nunicate well orally; errors often found in written communications.
☐ Poor written ar	nd oral communication skills; makes many grammatical and/or spelling errors.
Comments:	

		SCHEDULE G
II.	IN	TERPERSONAL SKILLS
A.	Relat	ionship with Students:
		Deals with students in a professional and positive manner.
		Works constructively with students the majority of time.
		Usually has a positive relationship with students.
		Approachable.
		Very distant and aloof.
B.	Relat	ionship with Faculty and/or Administration in Professional Settings:
		Excellent at establishing good will; deals with all in a professional manner.
		Works constructively with all; sociable and out-going.
		Warm; friendly; sociable; deals effectively with faculty; contributes positively to discussion
		Approachable; friendly once known, offers suggestions/helps when asked.
		Very distant and aloof; uses sarcasm or negative statements when discussing staff members.
C	D 1 -	in this with Demonts.
C.		ionship with Parents:
		Excellent in establishing good will; deals with parents in a professional manner; initial
		positive statements.
		Works constructively with parents to provide a good education for the students;
		out-going.
		Warm; friendly; sociable; deals with parents effectively.
		Approachable; deals with parental problems as they arise, does not initiate communications.
		Very distant and aloof; does not respond to parental concerns.
D.	Attitu	ide/Courtesy:
		Inspiring to others in being courteous and very pleasant.
		Always very polite and willing to help.
		Agreeable and pleasant.
		Sometimes tactless.
		Blunt; discourteous; antagonistic.
E.	Contr	
		Constantly rises to the occasion; maintains composure when solving crises.
		Tolerates most pressures; remains calm.
		Has average tolerance for crisis; usually remains calm.
		Occasionally "blows up" under pressure; is easily irritated or frustrated.
		Goes "to pieces" under pressure; is "jumpy" and nervous.
	nments:	

1 SCHEDULE G 2 **III.** _____Teaching Techniques 3 4 A. Content Area(s): 5 Keeps current with changes in content areas; demonstrates excellent mastery of content. 6 Adjusts well to changes in content areas; demonstrates sufficient mastery of content. 7 Moderately informed; adjusts when asked to changes in the content area(s). 8 Lacks knowledge of some aspects of content in the area(s). 9 Poor knowledge of the changes and/or trends in content area(s). 10 Effective Instruction: 11 В. Excellent instructional techniques; method and amount of instruction appropriately 12 13 meets the needs of individuals. 14 Good instructional techniques; the method and amount of instruction meets the needs 15 of most students. 16 Method and amount of instruction is adequate. Instructional techniques and/or amount of instruction need to be improved. 17 Instructional techniques and/or amount of instruction unsatisfactory. 18 19 20 C. Quality of Work: 21 Superior work production record; does more than required to meet the needs of 22 Individual students. 23 Very industrious; does more than is required to meet individual's needs. Volume of work is satisfactory; teaches to majority of students. 24 25 Does just enough to get by; alters program when large groups of students fail. Does not meet the minimum requirements; teaches but does not alter program to meet 26 27 student needs. 28 29 **Effective Planning:** D. Develops excellent long and short range plans; exhibits evidence of pre-planning for 30 31 instructional activities. Good planning; evidence of long and short range planning. 32 33 Daily and long term plans are adequate. 34 Plans are evident; however, incomplete. 35 Unsatisfactory; no evidence of plans. 36 37 Reinforcement Techniques (as apparent during observation(s)): E. Motivates students; it appears that tasks are purposeful. 38 Good motivation; provides interesting and adequate reinforcement. 39 Some motivational techniques used. 40 41 Little motivation; it appears that tasks are "busy" work. No evidence of student motivation. 42 43 44 **Comments:** 45 46 47 48

		SCHEDULE G
IV.	C	lassroom Atmosphere
A.	Classi	coom Environment:
		Environment has a warm and attractive atmosphere; encourages students to learn.
		Pleasant environment; motivates students to learn.
		Acceptable environment.
		Classroom environment needs improvement.
		Classroom bare; unfriendly atmosphere.
В.		room Order:
		Unusually safe and orderly.
		Quite conscientious about safety and order.
		Ordinarily keeps room fairly safe.
		Some tendency to be careless and unsafe.
		Disorderly or unsafe.
~	D 11	' D 1
C.		in Boards:
		Bulletin boards and displays have teaching value.
		Good bulletin boards; majority have teaching value.
		Adequate bulletin boards; however, could be more pertinent to subject matter.
		Bulletin boards have little value.
		Bulletin boards have no teaching value.
		Not applicable.
Com	4	
Com	ments:	

		Schedule G
▼ 7	Т	No
V.	P	Personal attributes
A.	Prom	nptness:
		Paperwork is on time and accurate.
		Very prompt when completing duties; needs no reminders.
		Paperwork turned in when reminded, may need corrections.
		Needs constant reminders and prompting, accuracy varies.
		Paperwork not submitted and/or is inaccurate.
B.	Profe	essional Participation and Growth:
		Excellent professional participation in academic organizations and/or conferences.
		Participates in academic organizations and/or attends conferences.
		Average amount of involvement in academic organizations and/or conferences.
		Needs to improve involvement; should attend conference or workshop.
		Lack of involvement in professional organizations and conferences.
C.	Depe	endability:
		Extremely reliable; completes tasks ahead of time with no prompting.
		Conscientious; completes tasks on time.
		Conscientious; however, on occasion needs prompting.
		Undependable; completes task only after being prompted.
		Unreliable; fails to complete tasks.
D.	Coop	peration:
		Extremely cooperative; follows prescribed administrative procedures.
		Cooperative; evidence of loyalty toward established programs, policies and procedures
		Cooperative only when asked; follow some programs, policies and procedures.
		Cooperative only with constant reminding; follows very few programs, policies
		and procedures.
		Uncooperative; does not follow procedures.
E.	Evtro	a-Curricular Involvement:
Ľ.		Frequently volunteers for additional extra-curricular activities.
		Attends additional extra-curricular activities when asked.
		Meets minimal requirements of extra-curricular participation.
	Ц	Meets illillillar requirements of extra-curricular participation.
Con	ments:	

		Schedule (G .	
VI.	Classroom Managemen	t		
A.	Time on Task (as apparent du	ring observation(s))		
			nts appear productive and learning.	
			t students appear to spend time well.	
			some students spent time off task.	
			pears student involvement needs to	
	be increased.	o be improved, it up	gears stadent involvement needs to	
	☐ Many students off tas	k for extended perio	ds of time	
3.	Classroom Control:	k for extended perio	as of time.	
•	☐ Students extremely w	ell behaved		
	☐ Students well behave			
	☐ Moderate student con			
	□ Control needs improv			
	□ No observable classro			
C.	Classroom Routines:	om control.		
٠.		ized classroom: stud	ents know where materials are and w	hat
	is expected.	izoa orabbiooiii, biuu	ones anow where materials are and w	1141
	<u>=</u>	ganized: with some	prompting students follow routine an	d know
	where materials are.	gamzed, with some	prompting students follow routine an	u Kilow
		evident much pror	npting needed for students to follow	routine
	_	-	eed to be taught better organization.	outine.
		=	of what to do or where materials are	\
Э.	Planning of Instruction:	ay, students not sure	of what to do of where materials are	·•
7.	☐ Instruction meets the	needs of all students		
	□ Pacing designed to m			
	□ Pacing designed for the		of students.	
	□ Pacing needs to be im			
	☐ Too little or too much		vered in period	
	100 little of too little.	content material co	vered in period.	
Con	nments:			
			B PERFORMANCE	
			Outstanding	
		\square A	bove Average	
		\Box A	verage	
		\square S	ubstandard	
		JП	NSATISFACTORY	
teache	rmance such as to make the level substan	dard or unsatisfactory, the correction(s). Should the correction	any of the above six categories show a decline building administrator shall first discuss information correction(s) not be made, the problem(s) shall the all then be followed.	mally with the
	Observation Written By	Date	Observation Received By	Date

1	Schedule H	
2 3	Educational Leave Request	
<i>3</i>		
5	Date	
6	Staff Member:	
7	Staff Monitori.	
8	Position/Level:	
9		
10	Building:	
11		
12	Certification:	
13		
14	Years in District:	
15		
16	Proposed Period for Leave:	
17		
18	Proposed Course of Study:	
19 20	PLEASE GIVE A WRITTEN EXPLANATION OF HOW SUCH	
21	STUDY WILL BENEFIT YOU IN YOUR PRESENT POSITION.	
22		
23		
24		
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33		

1		Schedule	I	
2	S	Salary Lane Change	Request `	
3				
4				
5	Please be advised that according to	the Master Agreemen	nt, I,	
6	am entitled to a salary increase by	•		
7				Date
8	Change Requested (Circle One):			2
9	Change Requested (Chere One).			
10	Masters	Double Ma	sters (60 graduate hours)	
11	Masters +15	Specialist	sters (ov graduate nours)	
12	Masters +30	Earned Do	ctorate	
13	Wasters +30	Lai neu Do	ctorate	
14	This form must be submitted to the	na Suparintandant'a C	Office by October 1st for a f	irst samastar salary
	This form must be submitted to the	_		
15	adjustment or by February 1st for		-	
16	processing and no adjustment(s) wi		_	miversity; nowever,
17	a letter of verification from the univ	versity will serve as a	temporary transcript.	
18				
19		T 1. 14 1		
20		Faculty Member		
21				
22		T 0.40 T 0.1		
23		For Office Use Only		
24				
25				
26				
27	Previous: Lane	Step	Salary	
28				
29				
30				
31	New: Lane	Step	Salary	
32				
33				
34				
35				
36	□Approved □Disapprove	ed		
37	**		Superintendent of So	
38			supermient of st	
39				
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45				

Gradu Advance	Schedule J ate Credit Class Approval Request I Masters Degree)	
I am requesting advance approval for the follow (University Name)	_	ough
1. Course Title & Number		Credit Hours
2. Course Title & Number		Credit Hours
3		Cook Harris
Course Title & Number 4		Credit Hours
Course Title & Number		Credit Hours
☐ Approved ☐ Disapproved	Faculty Member	Da
For administrative information only: Are you at this time enrolled in a planne Specialist, Doctoral, and if so, which on		ond Masters',
	Schedule K Work Schedule Change	
Current work hours and assignment Requested work hours and assignment		
If this request is for a shared assignment wish to share		
Effective Date:200_	_	
Date of this request:200_	_	
	Faculty Me	mber
☐ Approved ☐ Disapproved	Superintendent	of Schools

1 Schedule L 2 **Jefferson Schools** 3 **Request To Attend Conferences** 4 Name______Date of Application _____ 5 Building/Department Assignment 6 7 Conference (Title & Sponsor) 8 9 Place: Date/Time Leaving:______Date/Time Returning:_____ 10 My report on the conference will be made to:_____ 11 12 If requesting a substitute, please indicate grade/subject & dates: Grade/Subject:______ Date(s) substitute needed: ______ 13 14 ESTIMATED EXPENSES 15 16 1. Registration....\$_____ 17 18 2. Transportation.....\$_____ 19 20 21 3. Lodging/Room....\$ 22 4. Meals.....\$_____ 23 24 25 5. Other Costs (itemize)\$ 26 27\$_____ 28 29\$ 30 31 Total....\$ 32 33 34 Comments by Applicant: Will share expenses with: 35 Advance Allowance Requested \$ Payable to: 36 37 Account to be charged: ☐ Not Recommended 38 Recommended Principal ______Date: 39 Not Recommended 40 ☐ Recommended Superintendent Date: 41 This meeting does (not) fit into the district's in-service objectives; see below: 42 43 44 cc: to Administration Building, Your Building, and Applicant

1 Schedule M 2 **Jefferson Schools** 3 **Expense Report For Workshops, Conferences & Conventions** 4 5 All employees and board members are required to file an expense account with the office for auditing 6 purposes. Please file this form within five (5) days of your return. 7 8 _____Date___ 9 Convention Name: 10 Sponsored by:_____ Date/Time Left:______ Date/Time Returned_____ 11 12 Attendance Authorized by:______ Report Submitted by _____ 13 14 **EXPENSES:** (Please provide receipts) **EXPENSE ITEM AMOUNT** 15 16 **Expenses Paid by Employee:** A. Registration 17 B. Room C. Transportation 18 19 D. Meals 20 E. Other 21 F. SUB TOTAL 22 Money Received in Advance (if any) \$_____ 23 24 25 Difference Between Advanced Money and Subtotal Above (Line F) \$______ 26 27 Amount Due **from** Employee if Expenses were Less Than Advance \$______ 28 29 Amount Due to Employee if Expenses were Greater Than Advance \$_____ 30 31 CONFERENCE SUMMARY 32 33 **Expenses Paid In Advance By District** \$_____ G. Registration 34 \$_____ 35 H. Room 36 37 I. Transportation 38 39 J. Other Items 40 41 42 K. SUB TOTAL 43 44 **TOTAL CONFERENCE COST** (Line F + Line K) 45 46 47 48 Employee/Board Member Principal Superintendent

ce: to Administration Building, Your Building, and Applicant

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Schedule N Jefferson Schools Waiver and Release

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the collective bargaining agreement between the Board of Education of the Jefferson Schools and the Jefferson Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release the Jefferson Schools, its Board of Education, and employees, from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

Signature	_Dated:
Acknowledged by:	
Jefferson Schools Representative	
Jefferson Education Association Representative	