

Research Division

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PROFESSIONAL NEGOTIATIONS AGREEMENT

between

JACKSON PUBLIC SCHOOLS

and

THE JACKSON EDUCATION ASSOCIATION, INC.

JACKSON, MICHIGAN

July 1, 1968 through June 30, 1970

*MEA
1216 Kendale
E. Lansing, MI
48823*

Jackson Public Schools

Professional Negotiations Agreement between the
Board of Education of the Jackson Public Schools of
Jackson, Michigan and the Jackson Education Association,
MEA-NEA. July 1, 1968 - June 30, 1970.

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PROFESSIONAL NEGOTIATIONS AGREEMENT

BETWEEN
THE JACKSON PUBLIC SCHOOLS OF THE CITY OF JACKSON, MICHIGAN
AND
THE JACKSON EDUCATION ASSOCIATION

This Agreement is entered into this _____ day of _____, 1968, by and between the Jackson Public Schools Board of Education of the City of Jackson, Michigan, hereinafter called the "Board," and the Jackson Education Association, hereinafter called the "Association."

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

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

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

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

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

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Section 11 of Act 379, Public Acts of 1965, for all professional certificated and/or licensed personnel, including personnel on tenure, probation and on per diem appointments, classroom teachers, substitute teachers, adult education teachers who are regularly employed in the K-12 program, guidance counselors, librarians, school psychologists and social workers, speech, physical and hearing therapists, teacher of the homebound or hospitalized and attendance personnel, employed or to be employed by the Board, whether or not assigned to a public school building, but excluding administrative and supervisory personnel as listed below;

Superintendent of Schools
Assistant Superintendents
Administrative Assistants to the Superintendent
All Directors and Assistant Directors of the general school program
All Principals, Assistant Principals, Administrative Assistants to Principals
All Coordinators on Administrative and Supervisory Salary Scales
Supervisor of Attendance
Accountant and Supervisor of Machine Data Processing
Manager of Physical Plant
Supervisor of Transportation
Supervisors of Operations and Grounds
Purchasing Agent and Assistants

B. The term "teacher" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and reference to male teachers shall include female teachers.

C. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.

D. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE II

Association Rights

A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all applicable laws and statutes pertaining to teachers' rights and responsibilities.

B. The Association and its members shall have the right to use school facilities for meetings upon approval of the Principal of the buildings to be used as long as such meetings do not interfere with the regularly or previously scheduled school activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools when requested in writing in advance and subject to the following limitation plus regular scheduling procedures. When such weekend use results in added costs to the district, such costs will be billed to and paid by the Association,

C. Exclusive bulletin board space in each building conveniently located, and other established media of communication shall be made available to the Association and its members.

D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, data process equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of all materials and supplies incident to such use,

✓ E. The president of the Association and/or official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Representative Assembly and other local, state or national association business without loss of pay limited to a total of 20 man days per school year. The above limitation shall not apply to officers, elected delegates, nor appointees of the state or national associations. Attendance at other Association meetings resulting in loss of teaching time may be done without pay upon advance written notice to the Personnel Office,

F. The Board agrees to make available to the Association in response to written requests from time to time, available information which the Association requires, to administer this Agreement and to formulate contract proposals.

✓ G. During the school year the Association President is in office he will be given three daily teaching periods or one half (1/2) day each day for Association business. Classes will be arranged consecutively in the morning so that the President would be able to leave his assigned building at the end of his actual class schedule,

H. The Board agrees to continue the present office space for the Association during the term of this Agreement. The Association agrees to pay the cost of installing and maintaining telephone service,

I. The Association shall be duly advised by the Board of proposed changes in tax programs affecting the district and the Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication.

J. The Board and the Association agree that:

1. The Code of Ethics (JEA-MEA-NEA) of the Education Profession is considered to define acceptable criteria of professional behavior and the Association will deal, in appropriate cases, with problems of professional ethics in which its members may be involved.
2. The private life of a teacher is his own affair unless his conduct should adversely affect his relationship with students or the discharge of his teaching and other school related duties.

K. The provisions of this Agreement shall be applied without regard to race, creed, religion, national origin, age, sex, or marital status.

L. Consistent with the Code of Ethics of the Education Profession, membership in the Association shall be open to all teachers regardless of race, creed, religion, national origin, age, sex, or marital status.

M. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction. Such representative shall notify the school office of his presence in the building.

N. The Board shall maintain an active list of substitute teachers to replace the normal absentees which may occur. Teachers shall be informed of a telephone number they should call to report unavailability for work. Such calls should be made at least one hour prior to the teacher's time to report for duty. The Board shall maintain at least one telephone line, exclusively, for such reporting. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. To report availability for work after absence, the teacher shall call said telephone number at least one hour before his reporting time.

O. The Board will make a survey of the schools which do not have adequate provisions for lunchroom, restroom, lavatory, lounge and paved parking facilities exclusively for teacher use and house telephone systems in all buildings. From this survey a budget will be prepared to cover costs of these areas. These costs will be included in the next proposal, dealing with buildings and sites, presented to the electors.

ARTICLE III

Rights of the Board

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:

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

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

Memberships, Fees and Payroll Deductions

- A. All teachers as a condition of continued employment shall either:
1. Sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National and Michigan Education Associations) and such authorization (see Appendix E) shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year, or-
 2. a. It is recognized that the proper negotiation and administration of professional negotiations agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association, (J.E.A., M.E.A., and N.E.A.), which sum shall be forwarded to the Association. In the event that such an authorization is not signed for a period of thirty days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. The Association will furnish the Board with a list of those who are neither members of the Association nor who have signed such authorization. Such teacher or teachers shall be notified immediately upon the expiration of the thirty (30) day period heretofore mentioned, of such termination of their services. However, if the teacher or teachers receiving the termination notice shall pursue any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's employment 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.
 - b. In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph A-2a., Article IV, 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 one half (1/2) of the expenses so incurred by the Board.

c. Membership or authorization of payment of an amount equal to membership dues and assessments in the Association shall be continued by all members of the bargaining unit. All teachers employed for the 1969-70 school year shall authorize membership in the Association or authorize payment of an amount equal to dues and assessments of the Association as a condition of initial employment.

B. Authorized deduction of membership dues shall be made from each pay check each month for 20 pays beginning with the second pay check in September and ending in June of each year, and the Board agrees to promptly and monthly remit to the respective Associations all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board will not be responsible for incorrect deductions.

C. The Board shall also make payroll deduction upon written authorization from teachers for deductions as listed in Appendix D or any other plans or programs jointly approved by the Association and the Board.

ARTICLE V

TEACHING HOURS AND CLASS LOAD

A. A teacher shall be required to report for duty fifteen (15) minutes before the opening of his pupils' regular school day in the morning. A teacher shall be required to remain fifteen (15) minutes after the close of his pupils' regular school day except that on Fridays and days preceding holidays or vacations, this fifteen (15) minute period of time will not be applicable, however, teachers will supervise pupils during their dismissal on such days for a period not to exceed five (5) minutes.

If, because of unusual circumstances, such as bus schedules, a teacher is asked to be on duty beyond the fifteen (15) minute time limit, compensatory duty-free time shall be provided at the beginning or end of the day.

B. Teaching Loads

1. The weekly teaching load in the senior high schools will be twenty-five (25) teaching periods, five (5) unassigned preparation or conference periods and a homeroom, with not to exceed five and one-half (5 1/2) clock hours of pupil contact per day. Assignment to a supervised study period shall be considered a teaching period for the purposes of this paragraph.
2. The daily teaching load in the junior high schools will be based on a seven (7) period day which shall include five (5) classes, one (1) non-teaching professional assignment, one (1) preparation or conference period and a homeroom, with not to exceed five and one-half (5 1/2) clock hours of pupil contact per day including the non-teaching professional assignment.
3. The daily teaching load in the elementary schools shall not exceed five and one-half (5 1/2) clock hours of pupil contact time per day including relief periods.
4. Principals and teachers are encouraged to initiate experimental programs, but any changes in the teaching load will be made only by agreement between the Assistant Superintendent for instruction and the Association.

C. All teachers shall have a duty-free uninterrupted lunch period equivalent to that of their students.

D. Elementary teachers will be provided a fifteen minute relief period, both morning and afternoon, each day. In addition, elementary teachers may use for preparation and conferences all time during which their classes are receiving instruction from various teaching specialists.

E. Teachers in buildings with special schedules and special education teachers shall have adjusted schedules to conform to their situations. Total working hours shall not exceed those specified in Article V, Paragraphs A through D.

F. The Board and the Association agree that some professional supervisory responsibilities in the school buildings and at school functions shall be shared among the teachers on a voluntary, equitable basis.

G. Attendance at open house functions will be required but teachers will have compensatory time off, on the day of the open house, equal to the time of the open house. Attendance will also be required at necessary professional building and/or secondary school grade level meetings. Voluntary attendance at staff conferences, parent-teacher conferences, P.T.A. meetings, and other functions in addition to the normal school day is an individual responsibility to be exercised within the limits of the individuals' schedule and needs.

When meetings are approved by the Association and the Board and scheduled during the normal school day, teachers will be expected to attend.

ARTICLE VI

Class Size

In recognition of the fact that pupil-teacher ratio is an important factor contributing to the standard of excellence expected in the Jackson Public Schools, the Board and the Association agree that the following standards will be maintained.

A. Elementary Schools

1. In the five so called target schools, namely Allen, Helmer, McCulloch, Tomlinson and Wilson, the class size shall not exceed twenty-four (24), except as specified in item 3 below.
2. In all other elementary schools, the class size shall not exceed twenty-eight (28), except as specified in item 3 below.
3. In each of items 1 and 2 above, it is agreed that should the class size specified reach a ten percent (10%) overage, that the matter would become a matter of concern, and plans be considered to correct the situation. At such time as the class size reaches twenty percent (20%) overage, action will immediately be taken to put the corrective plan in force.
4. The Board agrees to discourage the use of split grade rooms whenever it is feasible to do so.
5. If in the 1969-70 school year an emergency exists in which the use of double sessions would be contemplated, it is agreed that this Article of the Agreement may be reopened for negotiation upon the written request of either the Board or the Association.

B. Secondary Schools

1. The total daily student load per teacher shall be limited to 155, except as specified in item 2 below.
2. The limitation in item 1 above shall not be applicable in teaching areas such as Physical Education, Typing and Music, nor shall it be applicable to Home Rooms and Study Halls.
3. Industrial and practical arts classes shall be limited by the number of teaching stations available, except additional students may be included upon mutual agreement between the teacher and his principal, if in their opinion conditions would safely warrant such an exception. In no case will the maximum specified in item 1 above be exceeded.

C. Counselors

1. No counselor will be assigned duties outside counseling.

ARTICLE VII

Professional Qualifications and Assignments

A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a bachelor's degree from an accredited college or university, and a provisional or permanent certificate.

B. No teacher who possesses less than a provisional or permanent certificate shall be employed by the Board for more than a semester or 90 school days per school year. Exceptions may be made only by approval of the Professional Council.

C. Teachers shall not be assigned outside the scope of their teaching certificates.

D. All teachers shall be given written notice of their subjects and/or grade assignments for the forthcoming year no later than the close of the preceding school year. In the event that changes in such assignments are necessary, all teachers affected shall be consulted when available and notified promptly. In the event such change comes within 60 days of the start of the ensuing school year, the teacher may resign from the school district without penalty to his tenure status.

E. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher.

ARTICLE VIII

Vacancies, Promotions, and Transfers

A. Whenever a vacancy in any professional position in the district shall occur and is indicated by official notification, the Board will give written notice of the same to the Association within seven (7) calendar days and will post such vacancies simultaneously in each school building. Such notice will be posted for at least seven (7) calendar days before the position is filled. At no time shall a specific job vacancy be sent to a Placement Bureau, College Placement Bureau or other school districts prior to posting in the Jackson Public Schools. The required posting period for filling vacancies which occur between June 30 and the opening date of school shall be three (3) calendar days.

B. The Board declares its support of a policy of filling vacancies within the bargaining unit from within its own staff. Vacancies shall be filled on the basis of length of services in the district, professional qualifications, and other experience.

An applicant with less service in the district shall not be awarded such a position unless his qualifications shall be substantially superior.

In the event a principal or supervisor fails to accept an applicant for transfer, he will provide specific reasons in writing to the applicant.

C. Any vacancy occurring during the school year shall be filled on a temporary basis for the remainder of that school year. Such vacancies will be handled in accordance with A and B for the following year.

D. Transfers

When transfers are requested by the teacher, the following steps should be taken:

- a. The teacher should notify his present principal or supervisor that a transfer is being requested.
- b. The teacher may contact the principal where there is a vacancy for which he is qualified.
- c. There will be no communication concerning a vacancy between the principal where a vacancy exists and any teacher until the notice of the vacancy has been posted.

E. Transfers may be requested by the administration. In such transfer, the teacher shall be notified in writing, as soon as possible after a decision has been made, as to the reason for the transfer and the school to which the transfer is being made. Such a transfer may be appealed by the teacher through the grievance procedure.

✓ F. The Board agrees to support a policy of promotions to supervisory or administrative positions from within the system, if the qualifications of the applicant from within the system equal or exceed qualifications of candidates from without the system. Any qualified teacher may apply for such vacancy. A letter will be sent to each applicant informing him of the decision made after it is confirmed by the Board.

ARTICLE IX

Leaves of Absence

- A. Leaves of Absence with pay charged against leave time shall be granted for:
1. Absence due to illness or non-vocational accident of the teacher.
 2. Absence due to illness or disabling accident in the immediate family (spouse, children, and parents of the teacher and spouse).
 3. Emergency leave - Emergency leaves shall include the following items:
 - a. Attendance at a ceremony, where a degree is awarded to a teacher, for such portion of the day as is necessary.
 - b. One day, except when travel requires additional time, for attendance at a school graduation of a son, daughter, husband or wife.
 - c. Personal leave - Personal leave shall be construed to mean time necessary to conduct important personal affairs which cannot be handled outside of school (duty) hours. Such leave shall be limited to two (2) days per school year.
 - d. Other emergencies which must be approved by the teachers' principal or supervisor
 4. Personal accident involving workman's compensation. Teachers injured while working for the Jackson Public Schools and thus becoming eligible for Workman's Compensation benefits shall have the following choices:
 - a. Accumulated leave days shall, on an optional basis to the teacher be available to the injured teacher during the period he is unable to work as a result of an accident.
 - b. If the teacher elects the option, his Workman's Compensation Benefits shall be supplemented by school funds to give the teacher the equivalent of his regular daily rate of pay.
 - c. The teacher's leave pay would be charged with a proportional amount of time lost, based on the ratio of school funds used to make the employee's regular daily rate.
- B. Leaves of Absence with pay not charged against leave time shall be granted for:
1. Absence because of death in the immediate family (spouse, children, mother, father, brothers and sisters of the employee and spouse)
 2. Absence when called for jury duty.
 3. Court appearance as a witness in any case connected with the teachers employment or school, or whenever the teacher is subpoenaed to attend any court proceedings.
 4. Time to take selective service physical examination.
 5. Excused by the Principal and Superintendent to visit other schools or to attend educational conferences or conventions.
 6. Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance.
- C. General provisions for leaves of absence with pay

1. Leave with pay days shall be construed as days that a teacher is scheduled for school duty only.
2. Leave with pay days for the normal school year are granted as follows:

First year—twenty-four (24)
2nd year—none (0)
3rd, 4th, & 5th year—twelve (12)
After 5th year—seventeen (17)

3. The first two years leave time shall be granted after a teacher has worked one (1) day for the Jackson Public Schools. Leave time to cover subsequent years will be granted after one (1) days work in the new contract year.
4. Any excess of leave time that is used shall be deducted from the final check due the teacher.
5. Leave days for less than or greater than the normal school year will be earned at the rate of 1.2 days per month for the first five (5) years and 1.7 days per month after five (5) years. Full time summer employment shall be credited as two (2) months.
6. Term-substitute teachers working on a full year contract will be eligible for leave days as earned. Such leave will not be accumulative.
7. Accumulation of leave
 - a. Leave with pay days will accumulate on an unlimited basis.
 - b. If death occurs while under contract, or upon retirement under the provisions of the Michigan School Employees Retirement Act after ten (10) years service in the Jackson Public Schools, accumulated leave shall be paid at 1/2 the final rate of pay for a maximum of ninety (90) days.
 - c. A record of accumulated leave days will be furnished each teacher no later than October 15th each school year.

D. Leaves of absence without Pay.

Leaves of absence without pay may be granted only to teachers who have been granted Tenure in the district. Duration of the leave shall be for one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Personnel Director at least one (1) month prior to the effective date of the requested leave for approval.

- a. If an extension of such leave is desired, a written request two (2) months prior to expiration of such leave must be presented to the Personnel Director for his consideration.
- b. Earned "Leave with pay" as provided in Paragraph A of this Article which had accumulated to the teacher while on active duty will be re-instated when the teacher returns to active teaching duty;

no additional days shall accumulate during any "Leave-of-absence" without pay.

1. Ill health.

Request for leaves-of-absence which extend beyond time compensated under leave-with-pay policy, must be accompanied by a statement from the attending physician recommending the employee to be granted such leave. A request to return to regular duties with the Board of Education must be accompanied by a statement from an employer designated physician that he is able to resume his regular duties. No experience credit on the salary schedule shall be granted.

2. Illness in immediate family (spouse, children and parents of employee).

No sick leave time may be used during such leave. No experience credit on the salary schedule shall be granted.

3. Maternity Leave

A written request for a maternity leave-of-absence shall be made to the Personnel Director not later than the end of the fourth month of pregnancy and should be accompanied by a statement from the attending physician giving the anticipated date of birth of the child. Such a leave is to be effective not later than the end of the fifth month of pregnancy. If the end of the fifth month comes within one school month (4 weeks) of the end of a semester, the teacher may at her option, complete the semester. Before returning, the teacher shall submit a statement from an employer-designated physician to the Personnel Director that she is in fit physical condition to perform her duties. Should the course of nature be interrupted, or should the death of the child occur during the period of maternity leave, the above regulations may be relaxed by the Personnel Director. No experience credit on the salary schedule shall be granted.

4. Military Leave

All employees shall be granted a leave-of-absence without pay for the purposes of enlistment, conscription, or recall to active service in the military forces of the United States. Experience credit on the salary schedule (not to exceed two (2) years, except during a national emergency or when required by law to serve a longer period) shall continue to accrue during the leave for military service on a year-to-year basis without regard to previous military credit granted. Official evidence of service shall be required in order to qualify for this experience credit. No provisions of this paragraph shall apply to a person being

separated from military service for other than honorable reasons. This leave may be extended for the duration of active service upon written request to the Personnel Director.

5. Foreign Exchange Teaching.

Teachers may be granted a leave-of-absence for the purpose of a foreign exchange. In the case where the exchange teacher from overseas is paid by his home school (at no expense to the Jackson Schools) the Jackson teacher shall remain on Jackson payroll the same as if he were in Jackson for that year, provided that the Jackson teacher is not receiving compensation from the foreign school. The regular increment for experience shall be allowed for which the Jackson teacher would have been eligible had he remained in his regular position. This leave shall be limited to two (2) years.

6. Teaching on Overseas Assignment.

Teachers may be granted a leave-of-absence without pay for teaching on an overseas assignment in either United States military schools or foreign schools not involved in an exchange as outlined in Item 5 above. Experience credit (Limited to two (2) years) on the salary schedule shall be granted if the teacher returns to Jackson Public Schools the following year.

✓7. Advanced Study.

Teachers may be granted a leave-of-absence without pay for the purpose of graduate study at a university or college granting advanced degrees. Experience credit on the salary scale (limited to one (1) year) shall be granted if the teacher returns to the Jackson Public Schools the following year.

8. Travel.

Leave-of-absence for this purpose normally is expected to include a period of foreign travel. No experience credit on the salary schedule will be allowed.

9. Association Leadership

Upon application, a leave of absence of one (1) year, subject to renewal upon written request, shall be granted to any teacher for the purpose of serving as an officer of the J.E.A., M.E.A., and N.E.A. or on their staffs. Upon return from such leave such teachers shall be placed at the same position on the salary

schedule as he would have been had he taught in the system during such period.

10. Political

Upon application, a leave of absence for one (1) year subject to renewal for the first term of office but not to exceed five (5) years shall be granted to any teacher for the purpose of campaigning for, or serving in a public office. Upon return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the system during such period.

11. Other

Leaves-of-absence without pay for other reasons can be submitted in writing to the Personnel Director, and may be granted, if in his opinion such leave shall be of value to the district.

E. Return from Leave-of-Absence.

An employee wishing to return to the Jackson Public Schools after a leave-of-absence, must request in writing to the Personnel Director such re-employment not later than two (2) calendar months prior to the termination of his leave. Failure to comply with this provision shall be considered as a resignation.

Upon return from approved leave-of-absence, the Board will return the teacher to an assignment comparable to that held by the teacher before going on leave.

F. Salary Provisions on Return from Leave-of-absence.

1. If the salary schedule has changed during an employee's leave-of-absence, his basic salary shall be changed according to his service record, except as otherwise provided in this article.
2. A teacher who may be re-employed not more than two (2) years following a resignation shall receive the next step credit on the salary scale the same as when he resigned.

ARTICLE X

Teacher Evaluation

A. Probationary

1. The work performance of all probationary teachers shall be evaluated in writing. Probationary teachers shall be evaluated three (3) times during the school year; not later than forty-five (45) calendar days following the teacher's commencement of service, ninety (90) calendar days following the teacher's commencement of service, and ninety (90) calendar days prior to the end of the probationary school year.
2. Not later than seventy-five (75) calendar days prior to the end of each probationary year the final written evaluation report will be furnished to the Superintendent, the teacher, and the Association.

B. Tenure teachers

1. Written evaluations would take place only: (Appropriate form designated by the local tenure committee as described in Appendix C, Paragraph H.)
 - a. When a teacher is leaving a building (transferring to another district or building, leaving teaching).
 - b. When a teacher is new to a staff of a building - at the end of first year.
 - c. At any time, at the request of either principal or teacher.

C. Evaluation of probationary and tenure teachers

1. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator familiar with the teacher's work.
2. A basic part of each written evaluation will be an observation in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
3. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter. All evaluations shall be based upon criteria developed by the local tenure committee (as described in Appendix C, Paragraph H).
4. The teacher shall review and sign all materials that are to be included in the personnel files. He shall have two weeks (10 school days) to submit any written statement in regard to such materials for inclusion in the personnel files.

5. In event a teacher's employment is to be discontinued, the Board will submit in writing the reasons for such discontinuance to both teacher and the Association. The Board will provide for a hearing where requested.
6. Each teacher shall have the right upon request to review the contents of his own personnel file. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. A written statement, for inclusion in the personnel files, may then be made by the teacher in regard to materials that were not signed by the teacher.
7. The review shall be made in the presence of the Director of Personnel, or his designee, or the Superintendent of Schools. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.

ARTICLE XI

Professional Behavior

A. Teachers are expected to comply with rules, regulations and policies from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement. It is understood that a teacher may refuse to carry out an order which threatens physical well-being.

B. A teacher shall be entitled, at his request, to have present a representative of the Association when he is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present.

C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such discipline, reprimand, reduction in rank or compensation, or deprivation of advantage by the Board or representative thereof, shall be done in privacy. All information forming the basis for disciplinary action will be made available to the teacher.

ARTICLE XII

Professional Improvement

A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees, or special studies and participation in community educational projects.

B. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences and programs designed to improve the quality of instruction. Attendance of teachers at said meetings will not be mandatory.

ARTICLE XIII

Continuity of Operations

A. All teachers, tenure, probationary and those with supplementary pay, who are under contract, shall have a right to expect and demand that the Board will meet their contractual obligations and that any reductions in such staff for the following school year must be effected not less than sixty (60) days prior to the close of the current regular school year.

B. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the District, then the teachers with the most service with the District who are fully qualified to staff the positions kept active shall be retained.

C. Nothing in this Article shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an act of God. When the buses do not run because of weather conditions or when schools are dismissed due to weather conditions, schools will be closed and teachers shall not be required to be on duty.

ARTICLE XIV

School Calendar

A. For the term of this Agreement the school calendar shall be as set forth in Appendix A-1 and A-2.

B. The following conditions will govern the school calendar:

1. Orientation for staff new to the Jackson Schools shall be held on the Thursday and Friday preceeding Labor Day.
2. The Tuesday following Labor Day shall be devoted to pre-opening planning conferences. The first pupil attendance day shall be the Wednesday after Labor Day.
3. Schools will close two days in the fall for teachers' institute days.
4. School will close with a half-day session on Wednesday before Thanksgiving.
5. The following days shall be recognized and observed as legal holidays: New Year Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. Whenever any of the above holidays shall fall on Saturday, the preceeding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday.
6. There will be no school on the day before or after any legal holiday if such holiday is on Tuesday or Thursday, respectively.
7. Christmas vacation dates will be determined in accordance with the following schedule:

If Christmas falls on	School closes on	School begins again:
Sunday	December 16	January 3
Monday	December 15	January 2
Tuesday	December 21	January 7
Wednesday	December 20	January 6
Thursday	December 19	January 5
Friday	December 18	January 4
Saturday	December 17	January 3

8. Spring vacation will be determined as follows:
 - a. When Easter comes on or before April 10, school will close with a half day session on Good Friday and there will be no school the following week.
 - b. When Easter comes on or after April 11, there will be no school during the week preceding Easter.
9. School will close on the earliest Friday in June which provides at least 180 days of pupil attendance.
10. There will be no pupil attendance on the final day of school of each semester.

ARTICLE XV

Professional Compensation

A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B-1 which is attached to and incorporated in this Agreement. Such salary schedule shall remain in effect during the designated periods.

B. All teachers shall be given full credit on the Salary Schedule set forth in Appendix B-1 for full years of teaching experience in any legally recognized school, provided that such experience shall have occurred within the fifteen (15) years immediately preceding employment. Such credit will be limited to not exceed six* (6) years on the BA level, or eight* (8) years for a person with a BA and thirty (30) semester hours of approved graduate work or higher degree. Non-teaching experience, if required for certification will be given up to three (3) years. Active military experience up to two (2) years will be granted. The total experience credit counted shall not exceed the six* (6) and eight* (8) year maximum mentioned above.

C. Compensation for extra duty assignments are set forth in Appendix B-2 and B-3.

D. When the daily rate of extra pay or loss of pay is computed, the teacher's annual pay rate will be divided by 190. Upon written request, loss of pay will be distributed over the balance of the year.

E. Salaries will be paid bi-weekly beginning with the first Friday after Labor Day, and shall be in twenty-six (26) equal installments, unless written request, before September 1st is made for twenty-one (21) equal payments.

*These limits shall be increased to 7 (seven) and 9 (nine) respectively for the 1969-70 school year.

Jackson
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ARTICLE XVI

Academic Freedom

A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, and physical and biological world and other branches of learning subject to accepted standards of professional responsibility set forth in the Code of Ethics of the Education Profession and to the laws of the United States and the State of Michigan.

ARTICLE XVII

Summer School and Student Teaching Assignments

A. Assignments for Summer School programs will be made by the Board on the basis of preference to fully qualified tenure teachers possessing permanent teaching certificates regularly employed in the district during the normal school year. No teacher shall be required to work a split shift or to teach less than three (3) hours in any Summer School program.

B. A joint committee, composed of no more than three (3) members appointed by the Association and three (3) members appointed by the Board, shall develop a fair and equitable method for hiring for the summer school program as outlined in Paragraph A. Such committee will complete work no later than March 31, 1969 so that the recommendations of the committee can be implemented for the 1969 and 1970 summer school programs.

✓ C. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment and shall be known as Supervisory Teachers.

D. Supervisory Teachers shall work directly with the University program co-ordinator, assist in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.

E. The Association agrees to accept student teachers as honorary members during their training period and include them in appropriate meetings and activities of the Association.

F. The Board agrees to provide student teachers with a copy of the texts, guides, building policies, and a copy of this Agreement to assist them during this period.

G. Monies made available to the district by the placing University shall be administered by a joint committee composed of the University co-ordinator supervisory teachers, and a representative of the Board in a manner determined by the majority of the committee. The Board shall disclose the amount received from the University placing student teachers.

H. The supervisory teacher shall file such written reports and evaluations of the student teacher as may be required by the placing institution.

ARTICLE XVIII

Protection of Teachers

A. Any case of criminal assault upon a teacher shall be promptly reported to the proper police authorities by the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his rights and obligations with respect to such assault.

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

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

D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention if such complaint is to be made a part of the teacher's personnel file or a matter of other written record. The teacher may submit a written statement to be attached to and filed with the original complaint.

E. The Board will reimburse the teacher for any loss, damage, or destruction of the following which is not the result of negligence on the part of the teacher:

1. Clothing while on school business.
2. Personal property while on school premises.
3. Automobile while on school premises on school business.

F. A teacher may exclude a pupil from the class when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the student interferes with classroom procedures. The teacher shall furnish the principal, as promptly as his teaching obligations will allow, with full particulars on the problem.

G. Material will not be removed from a student's school records (CA39) - (CA60) and filed elsewhere without a note as to where the material has gone. If a separate school file with additional information is kept on a student, a notice stating that such a file exists and where it exists will be placed in the student's regular file.

H. All students are expected to adhere to a normal code of acceptable behavior and to conform with all school rules and regulations.

1. Teachers in accordance with the Michigan School Code have

authority to use physical force in the following instances:

- a. Any teacher may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.
 - b. Any teacher may use such physical force as is necessary on the persons of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school.
- J. Students who have completed the tenth grade or who have reached their sixteenth birthday are not required to remain in school, nor is the school district obligated to keep these students in school if their conduct does not warrant such attendance.
- K. The teacher of a normal class is not to assume the role of a warden or custodian for the disruptive student nor is he to be given the responsibility of caring for the legally certified emotionally disturbed child.
- L. The School Board will make the following procedures available to relieve the classroom of students who are disruptive in the classroom or repeatedly violate rules and regulations of the classroom or harmful to himself or others:
- a. Pupil services personnel to provide diagnostic, psychological, and educational service both for preventive and/or corrective treatment and for referral if necessary.
 - b. Board action for exclusion or expulsion of individual students.
 - c. Attendance at school will be up to the Board.

ARTICLE XIX

Insurance Protection

The Board agrees to provide a sum of money of no more than \$240 per year per teacher times the number of teachers actually employed. Such sum will be distributed according to an insurance program developed by the Association and the Board. The new insurance program will be developed as soon as possible. Insurance protection as provided in the previous agreement shall remain in effect until the new program is adopted.

ARTICLE XX

Professional Grievance Procedures

A. Intent

The primary purpose of this procedure is to secure in the easiest and most efficient manner equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the administration or Association.

B. Definitions

1. A "complaint" is a verbal claim based upon an event or condition which affects the working conditions of a teacher or group of teachers and/or the interpretation or meaning of any of the provisions of this Agreement or any subsequent agreement entered into pursuant to this Agreement.
2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
3. The "aggrieved person" is the person or persons making the claim.
4. "Teacher" includes an individual or group of teachers, or the Association, as long as the individual or group of teachers are members of the bargaining unit.
5. A "Party of interest" is the person or persons who might be required to take action or against whom action might be taken.
6. The term "days" shall mean calendar days, unless otherwise specified.
7. The "grievance committee" shall be composed of three members of the Association's Professional Problems Committee.

C. General Principles

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.
2. At any level the failure of the administrator to communicate his decision within the specified time limit, shall permit the teacher and/or the grievance committee to proceed to the next level.

3. If any building representative or member of the grievance committee is a party of interest to any grievance, he shall disqualify himself and a substitute shall be named by the Association.
4. Demotion or discharge of tenure teachers will not be a subject to the grievance procedure. Such teachers will have recourse through the Michigan Teacher Tenure Act, or through tenure policies as specified in Appendix C attached.
5. The number of days at each level shall be considered as a maximum and an effort should be made to expedite the process. Additional days may be added at any level by mutual agreement.
6. In the event a grievance is filed on or after June 1 which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

D. Procedure

1. Level One

A teacher with a complaint shall discuss it within fourteen (14) days of the event or occurrence which is its basis with his supervisor or principal in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution.

2. Level Two

If the teacher is not satisfied with the disposition of his complaint he may within the next seven (7) days file a grievance (see Appendix F) and arrange for a meeting of himself and his Association representative with the principal or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the principal or supervisor he shall render a decision in writing to the grievant.

3. Level Three

If the teacher is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he may file the grievance within seven (7) days with the

grievance committee, within seven (7) days after receipt of the written complaint, the grievance committee shall decide whether or not there is a legitimate grievance. This committee shall be given released time if needed, without loss of pay. If the committee decides that no grievance exists, and so notifies the claimant, the teacher may continue to process his claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Director of Personnel. Within fourteen (14) days from receipt of the grievance by him, he shall render a decision in writing to the grievance committee.

4. Level Four

In the event the aggrieved person is not satisfied with the disposition of the grievance on Level Three, or if no decision has been rendered within the prescribed time limits, he may refer the grievance through the grievance committee to the Superintendent of Schools and the Board of Education's Review Committee. Within fourteen (14) days from receipt of the written referral to them, they shall meet with the Association's grievance committee for the purpose of arriving at a mutually satisfactory solution to the grievance problem. A decision shall be rendered within fourteen (14) days of this meeting.

5. Level Five

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator, 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 not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have authority only to interpret this agreement and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.

E. Rights to Representation

All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any teacher be represented by an officer,

agent, or representative of any organization in conflict or competition with the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

F. Miscellaneous

1. A grievance may be withdrawn at any level by mutual agreement without establishing precedent.
2. No reprisals of any kind shall be taken by or against any party of interest or any participant in the grievance procedure by reason of such participation.
3. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of the participants.
4. All available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
5. Hearings and meetings at all grievance levels, will be established by mutual agreement between the Board and the Association, and in no case will these result in loss of pay.

ARTICLE XXI

The Professional Council

A. The Professional Council shall be composed of the Executive Director and four (4) members appointed by the Board of Directors of the Association, the Superintendent and four (4) persons designated by him.

B. The Professional Council shall meet at least once a month during the school year to discuss and study subjects relating to the school system.

C. The Professional Council is empowered to appoint and arrange meetings for committees composed of teachers and administrators to study and report. On completion of its study and report on the subject assigned to it, each committee shall be considered dissolved, and once dissolved no committee shall be reactivated except by mutual consent of the members of the Professional Council.

D. The clerical expenses of the Professional Council and its subcommittees shall be paid by the Board.

E. Association representatives on the Professional Council shall be released from school duties for monthly meetings of the Professional Council without loss of salary to hold such meetings during the school day.

ARTICLE XXII

School Building Committees

A. A committee of teachers shall be created in each school building from the faculty of that building.

1. In schools having a faculty of fewer than forty teachers, the committee shall consist of three (3) teachers. Two (2) members of the committee shall be elected by the teachers in the building. One (1) member of the committee shall be appointed by the Association.
2. In schools having a faculty of at least forty teachers, but fewer than eighty teachers, the committee shall consist of five (5) teachers. Three (3) members of the committee shall be elected by the teachers in the building. Two (2) members of the committee shall be appointed by the Association.
3. In schools having a faculty of eighty or more teachers, the committee shall consist of seven (7) teachers. Four (4) members of the committee shall be elected by the teachers in the building. Three (3) members of the committee shall be appointed by the Association.

B. All elections under Section A above, shall be conducted by the Association members within the school.

C. The principal of each school shall meet at least once a month during the school year with the School Building Committee to discuss school operations and questions relating to the implementation of this Agreement.

D. The principal may have additional administrative staff from the building present at such meetings if he so desires. Additional meetings may be held at the request of either party. Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at such meetings. If the administrator adopts new or changed rules or regulations, they shall not be inconsistent with this agreement.

ARTICLE XXIII

Administration of Agreement

Five representatives each of the Board and the Association's negotiating committees will meet each month for the purpose of reviewing the administration of the contract, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.

Each party will submit to the other, at least one week prior to the meeting, an agenda covering what they wish to discuss.

All meetings between the parties will regularly be scheduled to take place as promptly as possible at times when the teachers involved are free from assigned instructional responsibilities, unless otherwise mutually agreed.

Should such a meeting result in a mutually acceptable amendment of the Agreement then the amendment shall be subject to ratification by the Board and the Association. These Negotiating Committees shall be empowered to effect relief to resolve special problems pending ratification.

ARTICLE XXIV

Miscellaneous Provisions

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

B. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

D. If and when any of the provisions of this agreement or any application of this agreement to any employee or group of employees shall be found contrary to law, then such provisions shall not be deemed valid and subsisting, except as and to the extent permitted by law, or if and when provision or term of this agreement is found to be in conflict or inconsistent with the laws of the State of Michigan, now conferred by or contained in any present or future law relating to schools and education, then the latter shall govern, but all other lawful provisions or applications of this agreement shall continue in full force and effect.

E. Copies of this Agreement titled "Professional Agreement between the Jackson Public Schools and the Jackson Education Association, M.E.A.-N.E.A.," shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

F. An annual chest x-ray shall be required of all teachers with the following exceptions:

1. A school employee may substitute a Mantoux test given by his personal physician. If the test is positive, the person involved will be required to have a chest x-ray,
2. Each school employee will be required to present evidence of the chest x-ray or negative Mantoux test prior to September fifteenth (15th) of each school year or within fourteen (14) days after start of employment,
 - a. Mantoux test or x-ray may be taken within six (6) months prior to employment and annually within six (6) months prior to the new school year in order to satisfy this requirement of the State of Michigan.

- b. Report must be filed in the Personnel Office not later than September fifteenth (15th) or within fourteen (14) days after start of employment of each year.
- c. Failure to file the report by time limits specified above shall be considered contrary to law and be cause for suspension without pay according to Michigan Law.

G. The cost of all physical or mental examinations, as may be requested by the Board for any purpose, except as required in Article IX, Leaves-of-absence and Chest x-ray or Mantoux Tests, will be borne by the Board. Chest x-rays are available at no cost through the local County T.B. Society.

H. The age of retirement shall be sixty-five (65), and contracts will not be issued to teachers whose sixty-fifth (65th) birthday occurs prior to the first day of September,

I. The parties shall confer from time to time for the purpose of improving the selection and use of all educational tools, and the Board shall promptly implement all written agreements thereon made by its representative and the Association. The Board agrees at all times to keep the schools equipped and maintained.

J. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference material in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the district and include therein professional materials which are reasonably requested by the teachers of that school.

K. The Board agrees to make available and to maintain in each school adequate typing, duplicating, stencil and mimeograph facilities, and personnel to aid teachers in the preparation of instructional material.

L. The Board shall provide:

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

4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach. This will be a teacher's edition when available.

M. In addition to the annual inspection by the Michigan State Fire Marshall, the Board and the Association agree that a member of the maintenance staff and a J.E.A. representative shall inspect the premises and building of each school and shall report their findings to the Board and the Association. The Board will act upon repairs and changes that are identified, with priority to items that affect health and safety.

N. Private phone facilities, not connected to other telephone lines, in all buildings shall be made available to teachers for their reasonable use.

ARTICLE XXV

Negotiation Procedures

A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations. There will be no more than seven (7) official representatives of each party at any negotiations meeting. Both parties agree to submit the final agreement for ratification to their appropriate governing bodies. After ratification by both parties their representatives shall attach their signatures to the ratified agreement.

There shall be three (3) signed copies for purposes of record. One retained by the Board, one by the Association, and one by the Superintendent.

B. Between March 1st and March 15th, the parties shall initiate negotiation for the purpose of entering into a successor agreement for the forthcoming year.

C. The first ten (10) hours of negotiating time shall take place after regular school hours in units of a minimum of two (2) hours. Thereafter, all further negotiating sessions shall take place commencing at one (1:00) p.m. in units of a minimum of four (4) hours. Exceptions to the above will be made when the Board and the Association agree that sessions shall take place at other times.

ARTICLE XXVI

Duration of Agreement

This Agreement shall be effective as of July one (1), 1968 and shall continue in effect until the thirtieth (30th) day of June, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. The Agreement may be extended by mutual agreement, in writing, signed by both parties.

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

JACKSON EDUCATION ASSOCIATION, INC.
JACKSON, MICHIGAN

THE BOARD OF EDUCATION
THE JACKSON PUBLIC SCHOOLS
JACKSON, MICHIGAN

By _____
President

Secretary

By _____
President

Secretary

Dated this _____ day of _____, 1968.

This Agreement has been negotiated by the following persons:

For the Association: Herbert Furnas, Chairman, Bruce Ambs, William Bridges, Jeanette Kaupp, Katherine Keeling, Mary Lou McMullen, Ronald Niedzielski, Robert Schaefer, Charles Testa, Darrel Wheeler.

For the Board: Edgar Climer, Chairman, John Anderson, Paul Chilcote, Hubert Clarke, Earl Holman.

APPENDIX A-1

School Calendar for 1968-69

First Semester							Second Semester						
M	T	W	Th	F	Weeks	No. of Student Instr. Days	M	T	W	Th	F	Weeks	No. of Student Instr. Days
Sept	3	4	5	6	1	3	27	28	29	30	31	20	5
9	10	11	12	13	2	5	Feb 3	4	5	6	7	21	5
16	17	18	19	20	3	5	10	11	12	13	14	22	5
23	24	25	26	27	4	5	17	18	19	20	21	23	5
30	Oct 1	2	3	4	5	5	24	25	26	27	28	24	5
7	8	9	10	11	6	5	March 3	4	5	6	7	25	5
14	15	16	17	18	7	3	10	11	12	13	14	26	5
21	22	23	24	25	8	5	17	18	19	20	21	27	5
28	29	30	31	Nov 1	9	5	24	25	26	27	28	28	5
4	5	6	7	8	10	5	April 31	1	2	3	4	29	5
11	12	13	14	15	11	5	Spring Vacation					0	
18	19	20	21	22	12	5	14	15	16	17	18	30	5
25	26	# 27	Thanks-giving		13	3	21	22	23	24	25	31	5
Dec. 2	3	4	5	6	14	5	28	29	30	May 1	2	32	5
9	10	11	12	13	15	5	5	6	7	8	9	33	4
16	17	18	19	20	16	5	12	13	14	15	16	34	5
Christmas Vacation						0	19	20	21	22	23	35	5
Christmas Vacation						0	26	27	28	29	Mem. Day	36	4
Jan. 6	7	8	9	10	17	5	June 2	3	4	5	6	37	5
13	14	15	16	17	18	5	9	10	11	12	13	38	4
20	21	22	23	24	19	4							
T	O	T	A	L		88	T	O	T	A	L		92

Year Total: 180

- * Pupils will be excused for entire day.
- ** Pupils dismissed at noon.
- # School closes for both teachers and pupils at noon.

APPENDIX A-2

School Calendar for 1969-70

First Semester							Second Semester						
M	T	W	Th	F	Weeks	No. of Student Instr. Days	M	T	W	Th	F	Weeks	No. of Student Instr. Days
Sept 1	*	**			1	3	26	27	28	29	30	20	5
8					2	5	Feb. 2	3	4	5	6	21	5
15					3	5	9	10	11	12	13	22	5
22					4	5	16	17	18	19	20	23	5
29		Oct. 1	2	3	5	5	23	24	25	26	27	24	5
6					6	5	March 2	3	4	5	6	25	5
13					7	5	9	10	11	12	13	26	5
20					8	5	16	17	18	19	20	27	5
27		MEA 29	30	MEA 31	9	3	23	24	25	26	# 27	28	5
Nov. 3	4	5	6	7	10	5	Spring Vacation						0
10	11	12	13	14	11	5	April 6	7	8	9	10	29	5
17	18	19	20	21	12	5	13	14	15	16	17	30	5
24	25	# 26	Thanks-giving		13	3	20	21	22	23	24	31	5
Dec. 1	2	3	4	5	14	5	27	28	29	30	May 1	32	5
8	9	10	11	12	15	5	4	5	6	7	8	33	4
15	16	17	18	19	16	5	11	12	13	14	15	34	5
Christmas Vacation						0	18	19	20	21	22	35	5
Christmas Vacation						0	25	26	27	28	Mem. Day	36	4
Jan. 5	6	7	8	9	17	5	June 1	2	3	4	5	37	5
12	13	14	15	16	18	5	8	9	10	11	*	38	4
19	20	21	22	23	19	4							
T O T A L						88	T O T A L						92

Year Total: 180

* Pupils will be excused for entire day.

** Pupils dismissed at noon.

School closes for both teachers and pupils at noon.

APPENDIX B-1

PROFESSIONAL COMPENSATION

The following sections of the appendix state the professional compensation items as agreed upon between the Board and the Association.

STEPS	Teachers' Salary Index Scale					
	LEVEL 1	BA LEVEL 2	MA LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
1	.90	6775 1.000	7249 1.070	1.140	1.210	1.280
2	.95	1.055	1.132	1.209	1.286	1.363
3	1.00	1.113	1.197	1.281	1.365	1.449
4	1.05	1.171	1.262	1.353	1.444	1.535
5	1.10	1.229	1.327	1.425	1.523	1.621
6	1.15	1.287	1.392	1.497	1.602	1.707
7	1.20	1.345	1.457	1.569	1.681	1.793
8	1.25	1.403	1.522	1.641	1.760	1.879
9	1.30	1.461	1.587	1.713	1.839	1.965
10	1.35	1.519	1.652	1.785	1.918	2.051
11	1.40	1.577	1.717	1.857	1.997	2.137
12	1.45	1.635 11077	1.782 12073	1.929	2.076	2.223

- Level 1 - Non Degree
- Level 2 - Bachelor's Degree
- Level 3 - Master's Degree or 30 Semester Hours of Graduate Work
- Level 4 - 60 Semester hours of graduate work including a Master's Degree
- Level 5 - Level 4 plus 30 semester hours of graduate work
- Level 6 - Doctor's Degree

B. The ratio 1.000 = \$6,775 for the 1968-69 school year and \$7,350 for the 1969-70 school year,

Jackson
68-70

APPENDIX B-2

Summer School and Adult Education

A. Summer School

1. Salary for full time teachers for the eight (8) weeks summer school session shall be thirteen (13) percent of the individual teacher's regular basic salary (excluding special or overtime differentials not applicable to the summer school program), for the school year ending immediately prior to the start of the summer school session. The following considerations shall be a part of this Agreement.
 - a. Full time work on the secondary academic area shall be six (6) hours per day, with the same four (4) hour class teaching schedule as in 1968.
 - b. Driver education instructors will work on the same time schedules as in 1968.
 - c. Elementary teachers shall work four (4) hours per day, with the same teaching time schedule as in 1968. They shall be paid at a two-thirds (2/3) rate.
 - d. Any other teacher working less than a full time load will be paid on a pro-rated basis. Teachers specifically assigned overloads will be compensated proportionately.

B. Adult Education

Teachers in adult education (night school) classes will be paid an hourly rate, based on all hours required with students. The rates shall be as follows:

<u>Enrichment Classes</u>	<u>1968-69 School Year</u>	<u>1969-70 School Year</u>
1st two (2) years of such employment	\$4.39	\$4.76
After two (2) years	\$4.94	\$5.36
<u>Basic Education and High School Classes</u>		
1st two (2) years of such employment	\$5.49	\$5.96
After two (2) years	\$6.04	\$6.55

APPENDIX B-3

Supplementary and Substitute Salaries

A. Coaching Salary Differentials

Coaching salary differentials, for overtime assignments, shall be as follows: with no released time from regular full teaching load, except as specified below for the Faculty Manager of Athletics. All percentages shall be applied to the current year's B.A. base pay. (Level 2, Step 1 of Appendix B-1).

	Junior	Senior	
	<u>High Schools</u>	<u>Head Coach</u>	<u>Assistant</u>
Football	8.5%	21.50%	11.75%
Basketball	8.5%	21.75%	16.00%
Cross Country	-	11.75%	-
Swimming	8.5%	17.75%	16.00%
Wrestling	-	17.75%	16.00%
Gymnastics	5.25%	6.25%	-
Track	5.25%	10.75%	8.75%
Baseball	5.25%	10.75%	8.75%
Golf	4.25%	10.75%	-
Tennis	4.25%	10.75%	-
Faculty Mgr. of Athletics -		*22.00%	

B. Girls Physical Education

	Junior	Senior
	<u>High Schools</u>	<u>High Schools</u>
Cheerleading	2,00%	6,70%
G.A.A.	-	7,00%
Synchronized Swimming	5.50%	6,50%
Fall Sports	4,00%	4,00%

* This position will also have one less academic class than is the normal teaching load.

Jackson

	<u>Junior High Schools</u>	<u>Senior High Schools</u>
Winter Sports	5.00%	5.00%
Spring Sports	4.00%	4.00%

C. Supplemental Salaries for Special Assignments

All percentages shall be applied to the current year's B.A. base pay.

	<u>Junior High Schools</u>	<u>Senior High Schools</u>
Band	7.50%	14.00%
Orchestra	2.50%	4.00%
Vocal Music	-	8.75%
Cooperative Programs*	-	8.00%
Counselors*	8.00%	8.00%
Dramatics	-	4.00% per production
Forensics	-	13.00%
School Psychologists/Diagnosticians	9.75%	
School Social Workers	9.75%	
Special Education**	4.00%	
Traveling Teachers (Elementary)***	4.00%	

* This is based on a normal teaching day and duties,

** Includes teachers of physically or mentally handicapped children, speech correctionists, and teachers of homebound and sanitorium pupils,

*** Includes teachers who serve two or more buildings in the areas of Art, Library, Mathematics, Music, Physical Education, Reading Instruction, and Science,

D. Substitute Salaries

1. Day to day substitutes shall be paid at the following daily rates (Half days shall be at one-half of the daily rate):

	<u>1968-69</u>	<u>1969-70</u>
Non-Degree	\$20.31 per day	\$22.04 per day
Degree	\$24.16 per day	\$26.21 per day

- a. In the event that a substitute serves more than twenty (20) consecutive days in one position, he shall then be considered as a term substitute with the salary rate adjusted starting on the twenty-first (21st) day, as explained in item two (2) below.
 - b. If the substitute is changed to another position, even though he has been receiving the higher rate as specified in paragraph (1a), the salary shall revert to the rates specified in paragraph (1) above.
2. Term substitutes shall be given term-substitute appointments, and shall be paid at the same rate for which they would be eligible were they given a regular contract. This rate shall be limited so as not to exceed Step 7 for Level 1 and 2; or Step 9 for Levels 3, 4, 5 or 6.

E. The mileage allowance for travel by private car on school business shall be \$.08 per mile.

APPENDIX C

Teacher Tenure Policy

A. The Board of Education of the Jackson Public Schools shall abide by the provisions of the State of Michigan, Act No. 4 of the Public Acts of the Extra Session of 1937, as amended, commonly known as the Michigan Teachers Tenure Act. All teachers, whether on probation or tenure status shall also abide by this Act, and all other policies set by the Board of Education which are not inconsistent with the Act. Tenure is a means of improving the quality of service rendered to boys and girls. Tenure is also a procedure through which a community secures, develops, and retains the best possible professional staff. Therefore, we the teachers, administrators, and Board of Education of the Jackson Public Schools, believe that tenure should provide:

1. A means of teacher involvement in the tenure procedure
2. Development of teaching competency and professional growth
3. An orderly method of evaluation of teaching competency
4. The retention of career teachers
5. An orderly method of dismissal

In accordance with the teacher tenure policy of the Jackson Public Schools and without limitation or restriction of the rights of either the teacher or the Board under the Tenure Act, the following administrative rules and regulations will be followed:

B. Probationary Period

1. New teachers with no previous experience will be required during their first two years in Jackson to serve a period of probation, provided that a third year of probation may be granted by the Board of Education upon notice to the Tenure Commission.
2. Teachers with previous experience will also be required during their first two years in Jackson to serve a period of probation, provided that a teacher who had previously been granted Michigan Tenure and served in this capacity under the Act in another district, serve not more than one year of probation. If tenure is not denied during the year of probation, the teacher is granted Tenure.
3. Notice in writing shall be given to each teacher completing the periods of probation outlined above, at least sixty (60) days prior to the close of each school year of service, as to whether or not his work has been satisfactory, and whether or not his services shall be discontinued. Failure to submit such a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher shall be employed for the ensuing school year unless notified at

least sixty (60) days prior to the close of each school year of service that his services will be discontinued.

4. The probationary period shall begin the first day the contract becomes effective.

C. Continuing Tenure

1. After the satisfactory completion of the probationary period in the Jackson Public Schools, a teacher shall be employed continuously by the Board of Education of the Jackson Public Schools, and shall not be dismissed or demoted except as specified in this Act.
2. Tenure in all cases shall apply to the basic active classroom teacher and the basic salary only, and tenure shall not apply for any extra assignment or special duty or differential salary which may be involved (including summer assignments).

D. Discharge, Demotion or Retirement

1. Discharge, demotion or suspension of a teacher on continuing tenure may be made only for reasonable and just causes, and only after such charges, notice, hearing, and determination thereof, as are provided by the Act.
2. The retirement provisions of this Agreement are in no way altered by this Act.
3. In the case of necessary reduction of personnel, any teacher on tenure whose services are terminated for such cause, shall be appointed to the first vacancy in the school district for which he is certified and qualified. If more than one person is involved and is certified and qualified for the same position, re-appointment shall be on the basis of seniority in the Jackson Public Schools.

E. Resignation and Leave-of-Absence

1. No teacher on continuing tenure shall discontinue his services with the Board of Education, without giving written notice to the Board at least sixty (60) days before September 1 of the ensuing school year except by mutual consent. A teacher discontinuing his services in any other manner, forfeits his rights to tenure acquired under this Act and places in jeopardy his teacher's certification in Michigan.
2. Leaves-of-absence may be granted any teacher in accordance with this Agreement upon written request of the teacher, subject to renewal at the will of the Board.

3. Leave-of-absence because of physical or mental disability may be granted by the Board of Education without the teacher's request for a period not to exceed one year, provided that any teacher so placed on leave-of-absence shall have the right to a hearing on such unrequested leave in accordance with the provisions of the Act.
4. No leave-of-absence shall terminate tenure previously acquired under this Act; however, failure on the part of the teacher to return from leave-of-absence at the conclusion of such leave, or failure to use such leave for the purposes granted, may be grounds for which such tenure is forfeited. The teacher shall be notified in writing of this action.

F. Right to Appeal

A teacher who has achieved tenure status may appeal any decision of the Board of Education under this Act, within thirty (30) days from the date of such decision, to the State Tenure Commission.

G. Inconsistent Acts

No teacher may waive any rights and privileges under this Act in any contract or agreement made with the Board of Education.

H. Local Tenure Committee

1. A local tenure committee shall be maintained and consist of six (6) members. Four (4) are to be teachers, under continuing tenure, and members of the Association and two (2) are to be administrative representatives appointed by the superintendent. The Association shall have sole selection rights of the teachers.
2. No member shall serve for more than two consecutive terms and each term shall be for two (2) years, provided, however, that two (2) teacher members and one (1) administrative representative shall be appointed or elected for one (1) year terms for the first (1st) year that the local tenure committee is in existence, and each year thereafter two (2) members shall be elected each year by the Association at the regular general election, one (1) from the elementary level and one (1) from the secondary level, and an administrative representative shall be appointed by the superintendent each year.
3. Appointments to fill vacancies to the elected positions shall be made by the President of the Jackson Education Association with the approval of the Board of Directors.

4. The Director of Personnel of the School District and the immediate past-President of the Jackson Education Association shall serve as ex-officio, non-voting members of the committee.
5. Members of the committee shall take office the first (1st) day of the school year and shall elect a chairman and secretary annually, within fifteen (15) days after the new members take office.
6. All procedures of the Local Tenure Committee shall be a matter of written record and signed by the committee members. Said records shall be kept in the confidential files of the Office of the Director of Personnel and shall be made available only to the Superintendent of Schools and/or the committee members by the Director of Personnel.
7. Recommendations of the committee regarding an individual case shall be made public only upon written request by the individual concerned.
8. Upon appointment or election to the committee, a member must treat all material pertaining to an individual case as confidential.
9. Any proven violation of confidence of tenure committee procedures shall result in dismissal from the tenure committee and shall be deemed insubordination under the policies of the Jackson Public Schools.
10. The Local Tenure Committee shall meet to:
 - a. Review teacher tenure policies, rules and regulations and recommend changes where the need is felt.
 - b. Acquaint and inform teachers of tenure matters.
 - c. Make recommendations to the Superintendent as to teacher retention and/or dismissal.
 - d. Make a summary report of their activities to the Superintendent and the Jackson Education Association at the end of each semester.
 - e. Review and make recommendations to the Superintendent concerning any local matter involving the operation of the tenure act, which may be brought to the committee in writing by the Jackson Education Association, the Board of Education, the administration of the Jackson Public Schools, or a teacher.

1. Local Tenure Consultant

1. There shall be a tenure consultant provided for each probationary teacher for the duration of the probationary period.
2. The local tenure consultant must be a tenure teacher appointed by the principal on or before the first faculty meeting at the beginning of the school year.
3. The local tenure consultant shall make the newcomer familiar with traditions and policies of the school, and help the new teacher adjust in his relationships with the personnel in his building and with the school community life.
4. A tenure consultant may discuss a probationary teacher only upon the written request and/or consent of the probationary teacher involved.

APPENDIX D

Authorized Payroll Deductions

Optional Deductions

The Board shall deduct, in addition to deductions previously stated in the Agreement, the following optional deductions upon the written request of any professional employee.

A. Government E-Bonds

Upon request, E-Bonds may be purchased by the payroll savings plan. Application forms are available in the payroll office and deductions must be in some multiple of \$1.25 per pay.

B. Community Chest

Community Chest donations may be made by payroll deductions.

C. Washington National Income Protection Insurance (Sick and Accident)

The yearly premium for this coverage is divided into ten (10) equal amounts and deducted once each month from September through June. Enrollments will be handled by insurance company personnel after school starts. Further information is available at the payroll office.

D. Credit Union

Deductions for Jackson County Teachers' Credit Union shall be made each pay in accordance with regulations established by the payroll office and the credit union. No change in deduction will be allowed except by specific request to the credit union.

E. Tax Sheltered Annuities

Deductions will be made for Tax Sheltered Annuities under conditions set by the School Business Office and as authorized by the employee,

APPENDIX E

Deduction of Membership Dues Authorization

25807

DO NOT WRITE IN THIS BOX

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SOCIAL SECURITY NUMBER

2. <input type="checkbox"/> PAYROLL DEDUCTION <input type="checkbox"/> CASH PAYMENT	3. <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL 4. <input type="checkbox"/> LOCAL MEMBER	5. MEA <input type="checkbox"/> ACTIVE <input type="checkbox"/> EDUCATOR AFF. <input type="checkbox"/> LIFE <input type="checkbox"/> NON-EDUCATOR	6. NEA <input type="checkbox"/> ACTIVE <input type="checkbox"/> LIFE PAYING <input type="checkbox"/> LIFE PAID <input type="checkbox"/> ASSOCIATE	7. PRESENT POSITION <hr/> 8. HIGHEST DEGREE HELD <input type="checkbox"/> NONE <input type="checkbox"/> MA-MS <input type="checkbox"/> BA-BS <input type="checkbox"/> SPECIALIST <input type="checkbox"/> DOCTORATE
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READ INSTRUCTIONS ON BACK BEFORE USING THIS FORM

USE BALL POINT PEN AND PRESS FIRMLY

LOCAL - MICHIGAN - NATIONAL EDUCATION ASSOCIATION

P.O. BOX 673, EAST LANSING, MICHIGAN 48823
 CONTINUING MEMBERSHIP APPLICATION

9. MR.
 MRS.
 MISS
 DR.

NAME _____ HOME PHONE _____
 ADDRESS _____
 CITY _____ STATE _____ ZIP CODE _____

10. MEA DISTRICT _____
 SCHOOL SYSTEM _____
 MEA REGION _____ COUNTY _____

I AUTHORIZE THE BOARD OF EDUCATION TO DEDUCT LOCAL, MICHIGAN, AND NATIONAL EDUCATION ASSOCIATION DUES AND ASSESSMENTS, UNLESS I REVOKE THIS AUTHORIZATION IN WRITING.

DATE _____ SIGNED X _____



BUSINESS OFFICE COPY IF PAYROLL DEDUCTION - MEMBER COPY IF CASH

E-2-OUT

APPENDIX F

Grievance Report Form

Grievance # _____ School District _____ Distribution of Form

GRIEVANCE REPORT

Submit to Principal in Duplicate

1. Superintendent
2. Principal
3. Association
4. Teacher

<u>Building</u>	<u>Assignment</u>	<u>Name of Grievant</u>	<u>Date Filed</u>

LEVEL I and II

Date Cause of Grievance Occurred _____

1. Statement of Grievance _____

2. Relief Sought _____

_____/_____
Signature Date

Disposition by Principal _____

_____/_____
Signature of Principal Date

Position of Grievant and/or Association _____

_____/_____
Signature Date

LEVEL III

Date Received by Director of Personnel or Designee _____

Disposition of Director of Personnel or Designee _____

Signature / Date

Position of Grievant and/or Association _____

Signature / Date

LEVEL IV

Date Received by Board of Education or Designee _____

Disposition by Board _____

Signature / Date

Position of Grievant and/or Association _____

Signature / Date

LEVEL V

Date Submitted to Arbitration _____

Disposition and Award of Arbitrator _____

Signature / Date