

Jackson 3

1970-72

6/30/72

PROFESSIONAL NEGOTIATIONS AGREEMENT

between

JACKSON PUBLIC SCHOOLS

and

THE JACKSON EDUCATION ASSOCIATION, INC.

JACKSON, MICHIGAN

July 1, 1970 through June 30, 1972

MEA

1216 Kendale

E. Lansing, MI 48823

Jackson Public Schools

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SUMMER SCHOOL

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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 15th day of June, 19 70, 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, a voluntary, Michigan Corporation, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "MEA", and the National Education Association, hereinafter called the "NEA". The signatories shall be the sole parties to this Agreement.

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

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

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

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

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

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section eleven of Act 379, Public Acts of 1965, for all professional certificated and/or licensed personnel, including personnel on tenure and probation, classroom teachers, term 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. Such representation shall cover all personnel assigned to

newly created professional positions, excluding administrative and supervisory personnel as listed below, and any other person engaged fifty percent (50%) or more of the time in direct administration and supervision of professional personnel.

Superintendent of Schools  
Deputy 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  
Accountant and Supervisor of Machine Data Processing  
Manager of Physical Plant  
Supervisor of Transportation  
Supervisor of Operations and Grounds  
Purchasing Agent and Assistants  
Supervisor of the Program for the Hard of Hearing  
Supervisor of the Program for the Mentally Handicapped

- 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.
- E. Day to Day substitutes will have only those rights and responsibilities of this Agreement when specifically mentioned.

## 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 exclusive 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 regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools 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 costs of all materials and supplies incident to such use.
- E. Official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Association Representative Assembly and other local, state, or national association business without loss of pay limited to a total of twenty-five (25) man days per school year. The above limitation shall not apply to officers or elected delegates of the state or national associations. Appointees of the state and national associations shall be limited to a total of twenty-five (25) man days per year. Attendance at other Association meetings resulting in loss of teaching time may be done without pay upon advance written notice to the Personnel Office.
- 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 (Appendix G) 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, ethnic group, national origin, age, sex or marital status.
- L. Consistent with the Code of Ethics of the Education Profession, (Appendix G) membership in the Association shall be open to all teachers regardless of race, creed, religion, ethnic group, 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 or counseling. Such representative shall notify the school 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 (1) hour prior to the teacher's time to report to duty. The Board shall maintain at least one (1) 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 (1) 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 cost 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

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

##### MEMBERSHIP, 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. Any teacher who is not a member of the Association in good standing or who does not make application for membership within thirty (30) days from the date of commencement of teaching duties, shall as a condition of employment pay as a fee to the Association an amount equal to membership dues payable to the Association, the NEA and the MEA, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in Paragraph A-1 of this Article. In the event that a teacher shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph A-1, the Board shall immediately cause the termination of employment of such teacher. The parties expressly recognize that the

failure of any teacher to comply with the provisions of this Article is just and reasonable cause for discharge from employment. All teachers new to the district will be informed of this requirement when being offered employment in the district.

- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C. Authorized deduction of membership dues shall be made from each pay check each month for twenty (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.
- D. 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.
- E. In any case in which a teacher or teachers contest a discharge under the provisions of Paragraph A-2 above, 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.

#### ARTICLE V

##### TEACHING HOURS AND CLASS LOAD

- A. All teachers shall report fifteen (15) minutes prior to the commencement of the students school hours and shall be required to remain fifteen (15) minutes after the close of the students' school hours in the afternoon. During such time, teachers shall be in the classroom, or available for professional duty. On Fridays and days preceding holidays or vacations, the fifteen (15) minute period at the close of the regular school day will not be applicable. Teachers will supervise pupils during their dismissal on such days for a period not to exceed five (5) minutes.
- B.
  1. The weekly load in the junior and senior high schools will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation or conference periods and a home-room. Total required pupil contact will not exceed twenty-five (25) hours per week. A plan for between classes supervision by teachers will be developed by the building principal and the school building committee.
  2. Pupil contact will include only teaching periods and home-

room.

3. Assignment to a supervised study hall and/or other assigned non-teaching duties, shall be considered a teaching period for the purposes of this Article.
  4. The weekly teaching load in elementary school will not exceed twenty-five (25) hours of pupil contact per week. In addition, elementary teachers may use for preparation and conference all time during which their classes are receiving instruction from various teaching specialists.
- C. All teachers will have a duty-free uninterrupted lunch period of equivalent length to that of their pupils but in no case shall such lunch period be less than twenty-five (25) minutes.
  - D. Teachers in buildings with special schedules and special education teachers shall have adjusted schedules to conform to their situations. The working hours shall not exceed those specified in this Article.
  - E. Elementary teachers will be provided a fifteen (15) minute relief period, both morning and afternoon, each day. In no case will a teacher be required to perform recess duty.
  - 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 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.
  - H. When meetings are approved by the Association and the Board and are scheduled during the normal school day, teachers will be required to attend.
  - I. Attendance will 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 individual's schedule and needs.

#### ARTICLE VI

##### TEACHING CONDITIONS

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall be lowered to meet the following standards:

1. Class Size - Elementary (K-6)

- a. A maximum of thirty-one (31) students in 1970-71; thirty (30) students in 1971-72, per elementary classroom.
- b. A maximum of twenty-seven (27) students in 1970-71; twenty-six (26) students in 1971-72, per elementary classroom, when an elementary school has been identified as being eligible for federal aid, or when any elementary classroom contains twenty (20) percent or more students from an elementary district identified as being eligible for federal aid.
- c. Elimination of all split grades which require traditional curricula.
- d. A maximum of eighteen (18) students in junior first grades.
- e. Early elementary special education "Type A" rooms will not exceed a maximum of twelve (12). Upper elementary "Type A" rooms will not exceed a maximum of fifteen (15).

2. Class Size - Junior High (7th, 8th, and 9th grades)

- a. English, Math, Social Studies, Foreign Language, Drafting, Science, and Biology: One hundred fifty-five (155) students maximum per day.
- b. Typing: One hundred seventy-five (175) students maximum per day.
- c. Music: Two hundred twenty-five (225) students maximum per day.
- d. Physical Education: Two hundred twenty-five (225) students maximum per day.
- e. Industrial Arts: One hundred thirty (130) students maximum per day.
- f. Reading Improvement: One hundred twenty-five (125) students maximum per day.
- g. Art: One hundred thirty (130) students maximum per day.
- h. Special Education: Seventy-five (75) pupil hours maximum per day.
- i. Home Living: One hundred thirty (130) students maximum per day.
- j. Homeroom: Thirty-five (35) students maximum per day.

3. Class Size - Senior High (10th, 11th, and 12th grades)

- a. English, Math, Social Studies, Foreign Language, Drafting, Science and Biology: One hundred fifty-five (155) students maximum per day.
- b. Art: One hundred thirty (130) students maximum per day.

- c. Homemaking: One hundred thirty (130) students maximum per day.
  - d. Physical Education: Two hundred twenty-five (225) students maximum per day.
  - e. Special Education: Seventy-five (75) pupil hours maximum per day.
  - f. Homeroom: Thirty-five (35) students maximum per day.
  - g. Industrial Education: One hundred thirty (130) students maximum per day.
  - h. Music: Two hundred twenty-five (225) students maximum per day.
  - i. Typing: One hundred seventy-five (175) students maximum per day.
  - j. Driver Education: Forty-five (45) classroom, eight (8) on range/instructor, four (4) in car-city driving.
4. Industrial and practical arts classes in the junior and senior high 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.
- B. No counselor will be assigned duties outside of counseling.
- C. Libraries will be open for student use during all days of the regular school year.

#### ARTICLE VII

##### PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. No new teacher shall be employed by the Board for a full-time or part-time teaching assignment who does not have a Bachelor's or higher degree from an accredited college or university, and a Michigan Provisional or Permanent Teaching Certificate, or who cannot meet those requirements within ninety (90) days. Exceptions to the foregoing will be made in the case of teachers in the special vocational training programs who meet Michigan certification requirements for such programs.
- B. Teachers shall not be assigned outside the scope of their teaching certificates. Exceptions may be made when agreed to by the teacher and approved by the Professional Council.
- C. 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 promptly or notified by registered or certified mail. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the school district without penalty to his tenure status.

- D. 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.
- E. The Board and the Association, in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority group personnel. The goal of such policy shall be to have at least fifteen percent (15%) of every building staff from minority racial groups.
- F. A refusal to teach any child or children based upon race, creed, or ethnic origin at any school to which a teacher may be assigned, shall be judged as insubordination.

#### ARTICLE VIII

##### VACANCIES, PROMOTIONS AND TRANSFERS

- A. Whenever vacancies occur during the normal summer vacation months, in addition to the normal posting as described in Section C, the following procedure will be followed:
  - 1. Teachers with specific interests in possible vacancies will notify the Personnel Office of their interest in writing during the last week of school and shall include an address where they can be contacted during the summer. The Personnel Office will maintain a list of the teachers and their preferences for the summer vacation period.
  - 2. Should a vacancy occur, the teachers who have expressed a preference for the vacancy will be notified and the principal of the building concerned will receive a list of the teachers who have indicated their interest.
  - 3. It shall be the responsibility of the teacher to contact the principal of the building with the vacancy within three (3) days after notification.
- B. 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 Paragraphs A and C for the following year.
- C.
  - 1. 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) 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.
  - 2. 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.

3. a. An applicant with less service in the district shall not be awarded such a position unless his qualifications shall be substantially superior.
  - b. Extra curricular assignments may be posted in connection with teaching assignments; i.e., football coach-mathematics. The selection of an applicant will be based upon his proficiency in the posted assignment.
  - c. If a teacher in such a position decides to resign from the extra curricular assignment, he shall be considered to have vacated the precise teaching position. The teacher's reassignment to a teaching position will be in accordance with Paragraph E-2-b-(2) of this Article.
  4. 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.
- D. Any teacher who shall be transferred to an administrative or executive position and shall later return to a teacher status shall be entitled to such rights as he would have had under this Agreement.
- E. **Transfers**
1. INITIATED BY THE TEACHER
    - a. The teacher should notify his present principal or supervisor in writing that a transfer is being initiated.
    - b. There will be no communication concerning a vacancy between a principal where a vacancy exists and any teacher until the notice of the vacancy has been posted.
    - c. The teacher may contact the principal where there is a vacancy for which he is qualified.
    - d. A principal or supervisor may deny the transfer of the applicant to his building if the applicant's most recent professional evaluation is less than satisfactory. Such denial will be sent to the applicant in writing.
  2. INITIATED BY THE BOARD
    - a. 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 made. Such a transfer may be appealed by the teacher through the grievance procedure.
    - b. (1) Staff reduction in a given building not involving layoff will be accomplished through voluntary

transfers, if possible. Further reductions will be of those teachers in the building with least district-wide seniority provided that the next person or persons in seniority are fully certificated for that teaching position. The displaced teacher will be placed in another vacancy of his choice within the scope of his last teaching assignment or if there is no such vacancy and if he has greater district-wide seniority, he may replace the teacher with the least district-wide seniority within his certification and in the case of a secondary teacher his last teaching assignment.

- (2) When a teaching position in a building is eliminated, the displaced teacher shall fill another vacancy of his choice within the building if he is certificated for such vacancy. If there is no vacancy of this choice within the building, the provisions of 2-b-(1) shall apply.

#### ARTICLE IX

##### LEAVES OF ABSENCE

- A. Leaves of Absence with Pay charged against sick 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 of the teacher's immediate family (spouse, children, and parents of the teacher and spouse) or members of the immediate household.
  3. Personal Leave
    - a. Personal leave shall be construed to mean time necessary to conduct personal affairs which cannot be handled outside of school (duty) hours. Such leave shall be limited to two (2) days per school year. Such leave will be granted at the discretion of the Personnel Office when requested for time immediately preceding or following holiday or vacation periods. A mutually agreeable form for requesting such leave will be constructed by the JEA and the Board.
    - b. Other Approved Leaves -
      - (1) Attendance at a ceremony, where a degree is awarded to a teacher, for such portion of the day as is necessary.
      - (2) One day except when travel requires additional time, for attendance at a school graduation of a son, daughter, husband or wife.
      - (3) Requests for emergency leaves must be approved by the Personnel Office.



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 sick 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) not to exceed three (3) days for each occurrence.
  2. Absence when called for jury duty.
  3. Court appearance as a witness in any case connected with the teacher's 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 through Fifth Year - twelve (12) days per year

After Fifth Year - seventeen (17) days per year.
  3. The first two (2) 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. Any excess of leave time, beyond the prorated leave time, that is used shall be deducted from the final check due the teacher.

4. Leave days for less than or greater than the normal school year will be earned at the rate of one and two-tenths (1.2) days per month for the first five (5) years and one and seven-tenths (1.7) days per month after five (5) years. Full-time summer employment shall be credited as two (2) months.
5. 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 one half (1/2) the final rate of pay for a maximum of one hundred (100) days.
  - c. A record of accumulated leave days will be furnished each teacher no later than October 15th each school year.
6. A joint committee appointed by the Professional Council will develop a plan of financial protection for those teachers who use all of their sick leave and are not yet eligible for LTD protection. Such a plan will be developed for implementation no later than the beginning of the second semester of 1970-71.

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 Deputy Superintendent for Personnel at least one (1) month prior to the effective date of the requested leave for approval.

If an extension of such leave is desired, a written request three (3) months prior to expiration of such leave must be presented to the Deputy Superintendent for Personnel for his consideration.

Earned "Leave with Pay" as provided in Paragraph A of this Article which had accumulated to the teacher while on active duty will be reinstated when the teacher returns to active teaching duty; no additional days shall accumulate during any "Leave-of-Absence" without pay.

1. Ill Health - Such leaves of absence which extend beyond time compensated under leave with pay 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 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, parents of employee, and members of immediate household). No sick leave time may be used during such leave. No experience credit on the salary schedule shall be granted.
3. Maternity Leave - Such leaves-of-absence will be granted upon the written request of the teacher to the Deputy Superintendent of Personnel and should be accompanied by a statement from the attending physician. Before returning, the teacher shall submit a statement from an employer-designated physician to the Deputy Superintendent of Personnel that she is in fit physical condition to perform her duties. In the event of miscarriage or should the death of the child occur during the period of maternity leave, the termination of leave may be relaxed by the Deputy Superintendent for Personnel. Experience credit on the salary schedule shall be granted for the balance of the school year in which such leave began if at least one (1) semester of service has been completed during such year.
4. Foreign or Domestic Teaching - Teachers may be granted leave of absence for the purpose of a foreign or domestic exchange. In the case where the exchange teacher 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 other school system.
5. Teaching and Travel - A leave of absence of up to two (2) years shall be granted to any teacher, for the purpose of participating in foreign or military teaching programs; the Peace Corps, Teacher's Corps or Job Corps as a full-time participant in such programs; or cultural travel or work programs related to his professional responsibilities; provided said teacher states his intention to return to the school system. 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 district during such period.
6. 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.
7. 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.
8. 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.

9. 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.
10. Other - Leaves-of-absence without pay for other reasons can be submitted in writing to the Deputy Superintendent of Personnel, and may be granted, if in his opinion such leave shall be of value to the district.

E. Return from Leave-of-Absence

A teacher wishing to return to the Jackson Public Schools after a leave of absence, must request in writing to the Deputy Superintendent of Personnel, such re-employment not later than three (3) 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 - If the salary schedule has changed during a teacher's leave-of-absence, his basic salary shall be changed according to his service record, except as otherwise provided in this Article.
- G. Teachers on Leave-of-Absence without pay may not serve the Jackson Public Schools in any professional capacity.

ARTICLE X

TEACHER EVALUATION AND PROGRESS

A. Probationary Teachers

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 seventy-five (75) 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.
3. Three (3) tenure teachers shall be assigned by the Association to evaluate the performance of each probationary teacher. All such evaluations shall be in writing and

shall be in addition to evaluations made by the administration. Each of the teachers assigned to evaluate shall make at least three (3) evaluations during the school year, all of which shall be completed on or before March 15. Persons serving as evaluators shall be given released time, if other arrangements cannot be made, to conduct personal observations in the classroom of the probationary teacher. All evaluations shall be in writing with copies provided only to the Tenure Consultant and the subject teacher. The evaluation shall be made on the form provided by the Tenure Committee and shall include recommendations as to how the teaching performance of the teacher may be improved.

#### B. Tenure Teachers

Professional evaluation of the work of tenure teachers shall be accomplished in writing under the following circumstances:

1. Each school year, school principals or immediate supervisor shall submit a written description of the professional performance of each teacher under their supervision. This report shall not be a rating nor shall it make use of formal comparative criteria. It shall consist of a descriptive statement of the teacher's performance in the following areas:
  - a. Knowledge of subject matter
  - b. Techniques of instruction
  - c. Classroom management
  - d. Relationships with pupils and professional colleagues
2. In preparing this report, the principal may involve other administrative personnel familiar with the teacher's performance such as assistant principals, and administrative assistants provided that signed statements from these individuals are made a part of the final performance report.
3. All reports must be discussed thoroughly with each teacher before they are submitted to the Superintendent and shall bear both the signature of the principal and the teacher. A teacher's signature on his Performance Report will not necessarily constitute approval, but is merely an indication that the teacher is completely familiar with the report.
4. After consultation with the principal or other administrator, the teacher will have the right to add remarks, statements, or other information pertinent to the report. Such remarks shall be attached to the original performance report and shall contain the signature of both the teacher and the person preparing the report.
5. Principals may at any time submit additional reports to the Superintendent concerning the performance of individual teachers with the provision that such reports have been seen and signed by the teacher concerned and that he is completely familiar with the contents.

#### C. Administrator 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. In the event of a negative evaluation based upon an observation of less than thirty (30) consecutive minutes, the teacher may request 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.
4. The teacher shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. He shall have two (2) weeks (ten (10) school days) to submit any written statement in regard to such materials for inclusion in the personnel files.
5. Teachers whose services are being considered for termination under provisions of the tenure act shall receive a registered or certified letter of notification and statement of charges from the Superintendent and advised of their rights under the tenure act for a hearing and appeal. The Association shall receive a copy of such notification. Teachers who are so notified may be suspended with pay pending a final determination by the Board after completing a hearing as provided in the Tenure act.
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 Deputy Superintendent 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.
8. All criteria for evaluations may be changed by action of the local tenure committee.

#### ARTICLE XI

##### PROFESSIONAL BEHAVIOR

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

which threatens physical well-being or safety.

- 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 and no representative is made available within five (5) days, administrative action shall be taken and a written record of the proceedings shall be furnished the teacher and the Association.
- 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. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Attendance of teachers at said meeting will not be mandatory.
- B. Sabbatical Leave
  - 1. A sabbatical leave for a full contract year or less at one-half (1/2) current salary will be available to all teachers with no less than six (6) consecutive years of service in the Jackson Public Schools. Applications for sabbatical leave will be screened by the Professional Council and recommendations made to the Superintendent. Applications will state the program intended to be followed by the teacher if the leave is granted. Applications will be submitted at least ninety (90) days before the effective date of such leave. The applicant will include a signed statement of his intent to remain in the Jackson Public Schools for a period of not less than three (3) years immediately following the leave. If the teacher should not complete the aforementioned three (3) year requirement, the sabbatical leave pay shall be forfeited on a pro-rated basis of one-third (1/3) the amount for each year of unfilled service.
  - 2. No more than one (1) percent of the total staff shall be on sabbatical leave at any one time.
  - 3. Teachers returning from sabbatical leave will be placed in accordance with the provisions of Article IX, E. They will receive full seniority for sabbatical leave time. Normal salary increments for sabbatical leave shall be provided as shall retirement credit. Sick leave benefits will accrue for the leave period. Plan I or Plan II as provided in Article XXII will remain in effect for the leave period.

ARTICLE XIII

CONTINUITY OF OPERATIONS

- A. All teachers, 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) calendar days prior to the last day of school in the current regular school year.

Supplementary contracts may be offered on a provisional basis that the Board may void the contract at any time for the following reasons:

1. Not sufficient student interest in the activity.
  2. Lack of funds.
  3. Position is abolished.
- B. In the event that it becomes necessary to reduce the number of teachers, through layoff, from employment by the Board, then the teachers with the most seniority in the District shall be retained. Seniority will be measured from the date of the last letter of appointment for hiring. Approved leaves of absence will not terminate nor add to seniority in the school district.
- 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.
- B. The following conditions will govern the school calendar:
1. Orientation for staff new to the Jackson school district shall be held on the Thursday and Friday preceding 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. School will close with the end of school on the Tuesday before Thanksgiving.
  4. The following days shall be recognized and observed as legal holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, Good Friday and February Monday. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday.
  5. There will be no school on the day before or after any legal holiday, if such holiday is on Tuesday or Thursday,



respectively.

6. Christmas vacation dates will be determined in accordance with the following schedule:

<u>IF CHRISTMAS FALLS ON</u>	<u>SCHOOLS CLOSE ON</u>	<u>SCHOOLS BEGIN AGAIN</u>
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

7. There shall be no school on the final Monday in February. Such Monday shall be known as February Monday.
8. Spring vacation will begin with the end of the school day on Friday preceding the first Monday in April and there will be no school during the following week.
9. School will close on the earliest Friday in June which provides at least one hundred eighty (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. 1. All newly employed teachers shall be given 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.
2. Such credit will be limited to not exceed eight \* (8) years on the B.A. level, or ten\* (10) years for a person with an M.A. or thirty (30) semester hours of approved graduate work or higher degree.
- \* These limits shall be increased to nine (9) and eleven (11) respectively for the 1971-72 school year.
3. Non-teaching experience, if required for certification, will be given up to three (3) years.
4. Active military experience up to two (2) years will be granted, providing that separation was under honorable conditions.
5. The total experience credit counted shall not exceed the eight\*(8) and ten \* (10) year maximum mentioned above.

6. Nothing in the foregoing will alter the experience credit of teachers being considered for promotion after initial employment.
  7. 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.
- 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 the beginning of school, and shall be in twenty-six (26) equal installments, unless written request, before September 1st, is made for twenty-one (21) equal payments.
  - F. When normal pay days during the school year, occur during vacation periods, teachers will be paid on the last day of school prior to such vacation periods, unless this provision creates pay dates less than one (1) week apart.

#### ARTICLE XVI

##### SPECIAL EDUCATION

The parties recognize that all children are individuals and are entitled to appropriate educational opportunities according to their individual needs and abilities. Further, the parties agree that nothing in this Article shall be construed or shall serve to limit or abridge this right.

- A. Referral for Special Education Testing
  1. Referral for special consideration shall be valid provided that:
    - a. It can be shown that the parents or guardians understand that a problem exists which may require special class placement.
    - b. It can be shown that efforts to remedy the problem at the building level have been attempted.
    - c. The referral is presented in writing on the appropriate form and is approved by the building principal.
  2.
    - a. Testing or similar evaluation provided by the Pupil Services Department for Special Education purposes, should be completed within fifteen (15) days after its receipt by the Director of Pupil Services.
    - b. No more than fifteen (15) working days should transpire between the completion of testing and the transmittal of test results and their report to the Special Education Department.
  3. The initiating teacher will be notified in writing or by direct contact of the location of the referral and, if

there is a delay past the limits described in Paragraph 2a and b above, the teacher will be informed in writing as to the reasons for the delay.

- B. An Educational Planning Committee shall be called and meet within fifteen (15) working days of the receipt of all diagnostic reports by the responsible administrator.
1. This procedure shall apply to all instances of entry and dismissal from all special educational services except:
    - a. Speech Correction
    - b. Homebound and Hospitalized Instruction
    - c. Itinerant School Adjustment
  2. The Educational Planning Committee shall be composed of the referring teacher, the receiving teacher, if known, the principal, the diagnostician and the responsible administrator. Others having information pertinent to the question may also be included and shall be notified by the responsible administrator.
  3. The receiving teacher will receive a copy of the planning committee report prior to student placement.
  4. Under no circumstances shall the Educational Planning Committee be used for purposes other than educational planning. Questions of suspension, exclusion and discipline shall not be deemed appropriate.
  5. The action recommended by the Educational Planning Committee will be carried out within ten (10) days.
- C. Staff
1. At the beginning of each school year, all special education staff will receive information about referral procedures, administrative job descriptions, requisitioning procedures, conference attendance information, and administrative expectations for year-end reporting.
  2. The equivalent of two (2) days per school year, in half day units, shall be made available for the purposes of in-service and staff meetings for each department. The use of this time shall be determined by a representative departmental committee elected by each department as a whole. In addition to the foregoing, there shall be monthly staff meetings for all special education teachers and staff.
- D. On or before June 10 of each school year all type A classroom teachers shall receive a tentative list of students in their class for the first semester of the next school year.

#### ARTICLE XVII

##### 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 as specified in Appendix G, and to the laws of the United States and the State of Michigan.

ARTICLE XVIII

SUMMER SCHOOL

A. Mechanics of Selection

1. a. Application for those interested will be available to all staff by March 1.
- b. All job possibilities must be posted.
- c. Applications must be returned within ten (10) days.
2. Acknowledgement of applications will be sent to applicants and selection will be according to the procedure outlined in Paragraph B. Firm commitments will be given to individuals where jobs are known. School district notices of intent will be given when the number of students is in doubt. Applicants receiving offers of contracts will have ten (10) school days to accept or reject. Those receiving notice of intent, must notify the summer school principal on or before May 31, if they desire to remain on stand-by status. All applicants will be notified of their status no later than March 31. All applicants not being considered for employment, must be sent a letter stating specific reasons for not being hired by March 31.

B. Criteria for Selection

1. Positions other than Driver Education
  - a. Applicant will be considered if the vacancy is within the scope of his major or minor field. If there are no applicants with a major or minor needed for the position, other applicants may be considered. (Major or minor field will be recorded on a valid Michigan Life, Provisional or Permanent Certificate)
  - b. Applicants teaching credited academic courses must have a valid provisional or permanent certificate.
  - c. If, as a result of the posting of the positions, no certified teacher applies for a non-credit or non-academic course, then a non-certified, but qualified teacher may be considered.
  - d. Applicants will be offered employment according to the highest total of the following:
    - (1) Number of years within the system.
    - (2) Service outside the system - One-half (1/2) year credit for each year up to ten (10) years.

Maximum credit five (5) years. This would include active military service up to two (2) years (maximum credit - one (1) year)

- (3) One-half (1/2) year for each summer school taught within the district.

In the event qualification and length of service are identical for an existing position, then the person who has the earliest hiring date with the Jackson Public Schools will be granted the position.

## 2. Driver Education Positions

- a. Applicant will be considered if he is qualified, according to state regulations to teach Driver Education.

- b. Applicants will be offered employment according to the highest total of the following:

- (1) Number of years applicant has taught within the system (limit - five (5))
- (2) Number of years applicant has taught Driver Education outside the system. (Pro-rated at one-half (1/2) year for each summer's experience). Multiply by two (2), limit five (5) years.
- (3) Number of years applicant has taught Driver Education within the system. (Multiply by four (4) - unlimited).
- (4) Number of years applicant has taught Driver Education in the summer school program in the system. (Multiply by two (2) - unlimited).
- (5) Number of semester hours credit in graduate level Driver Education courses as specified in Appendix H. Such credit hours earned prior to the start of summer school will be counted.

3. An applicant may be denied a position only if his most recent professional evaluation or his professional evaluation from the previous summer is less than satisfactory.

## C. Continuity of Service

Contracts shall be issued with the provision that such contract will be void immediately upon resignation from full-time employment with the Jackson Public School District unless such resignation is received after the start of the summer session.

## D. Federal and State Programs

All summer federal and state programs offered within the Jackson Public School System will be listed, described and posted in accordance with Paragraph A above, as soon as they are known.

1. For such programs, first consideration will be given to those presently teaching or will be teaching the next school year in the school offering the program.
2. In the event there are more openings in the program, the remainder of the staff will be selected in accordance with Paragraph B, above.

ARTICLE XIX

PROTECTION OF TEACHERS AND STUDENTS

- 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) 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 and school business
    - a. When being used for official school business.
    - b. When parked on school premises during official school hours.
    - c. When parked on the street during official duty hours because no off street parking is made available by the Board.
- F.
  - 1. A pupil may be temporarily excluded from a classroom by a teacher when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the student interferes with classroom procedures, until action is taken which will allow the pupil to be returned to the class in good standing. The teacher shall furnish the principal, as promptly as his teaching obligations will allow, with full particulars, in writing, on the problem.
  - 2. A pupil may be permanently excluded from class for reasons delineated above and when the following courses of action have proven to be ineffective:
    - a. Personal consultation with the student concerning his conduct.
    - b. Referral of the student to the building administrator or Pupil Personnel Services.
    - c. Parental conference or notification of the conduct concerned.

Teachers will maintain accurate logs describing incidents of persistent misbehavior.

- 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. Students are expected to adhere to a normal code of acceptable behavior and to conform with all school rules and regulations. To assure due process for students who may be suspended or excluded from school, the teacher should be aware that students have the following rights:
  - 1. To be informed as to the nature of the charge.
  - 2. To have the right of counsel.
  - 3. To have the right to a hearing within seven (7) days after charges have been brought against him.
  - 4. To have the right to appeal the outcome of the hearing.
- I. Teachers in accordance with the Michigan School Code have authority to use physical force in the following instances:
  - 1. Any teacher may use such physical force as may be necessary to take possession from any pupil of any dangerous weapon carried by him.
  - 2. Any teacher may use such physical force as is necessary on the person of any pupil for the purpose of maintaining proper discipline over the pupils in attendance at any school or assuring the safety of the pupils concerned, other pupils, or school property.
- J. The teacher not having special education preparation will not be given the responsibility for the care and instruction for a legally certified emotionally disturbed or mentally retarded child. Exceptions may be made when the child's behavioral patterns have been controlled and the services of a consultant are available and the mutual opinion of the consultant and that of the child's teacher and principal are that he can function in a normal class setting.
- K. In accordance with Public Act 71, 1966, teachers will report suspected cases of child abuse to the principal. Such suspected cases will be promptly reported by the principal to the State of Michigan Department of Social Services on form CD-200 Rev. 5067.
- L. When new information concerning a pupil's physical handicap is made known to the school, the pupil's teacher will be so informed within ten (10) school days.
- M. Each teacher will be furnished with appropriate information at the beginning of each school year concerning the pupil medication supervision procedure for schools. Such information will be in accordance with guidelines developed by the Professional Council.

## ARTICLE XX

### SUBSTITUTE TEACHERS

- A. A substitute teacher is a certificated teacher who may have lesser qualifications than a regular teacher and who takes the place of a regular teacher in an assignment on a day-to-day basis.
- B. If a substitute teacher works more than twenty (20) consecutive days on a single assignment, he shall be classed as a term substitute, and his daily pay and benefits shall be adjusted to a level equal to that which he would receive under a regular contract. Such adjustment will be effective on the twenty-first (21) day.
- C. If a term-substitute having a life, provisional, or permanent certification, serves in a position vacancy for a period in excess of ninety (90) days, he shall be offered a regular teaching contract.
- D. If a term-substitute does not have a life, provisional, or permanent certificate, he shall not serve more than ninety (90) days in a school year as a term-substitute.
- E. When it is apparent that a substitute teacher will work longer than twenty (20) days in a single assignment he will be placed initially in a term-substitute status.
- F. Each substitute teacher will be provided with a packet of information about the school district. The packet will include, but will not be limited to, time schedules for each building, suggestions for classroom operation, uniform policies that relate to discipline, pay, and reporting requirements, and the evaluation form for substitute teachers.
- G. Evaluation forms for substitute teachers will be furnished to each regular staff member. Failure to submit an evaluation form will indicate that the substitute teacher did a satisfactory job. Evaluations will be discussed with substitute teachers by the teachers who do the evaluating.
  - 1. A copy of the evaluation will be sent to the Personnel Office.
  - 2. There must be a space provided on the evaluation form for the substitute teacher to report or explain the circumstances and to sign the form indicating that she has read and discussed it with the evaluator.
- H. Request by teachers for particular substitute teachers will be honored if the substitute is not already assigned.
- I. A workshop, planned by a joint administrative-JEA committee, will be held for substitute teachers within the first month of school each school year.

## ARTICLE XXI

### 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 (1) retained by the Board, one (1) by the Association, and one (1) by the Superintendent.

- B. No later than March 15th of the final year of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. All negotiating sessions shall take place commencing at 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.

#### ARTICLE XXII

##### INSURANCE PROTECTION

The Board agrees to provide each teacher with his choice of either Plan I or Plan II insurance protection plans as provided below. Changes in benefit patterns and carriers are to be decided jointly by representatives of the Board and the Association.

##### PLAN I

- 1. Full Family health insurance (coverage equivalent to present MESSA and Blue Cross MVF-2)
- 2. LTD (continuation of present plan with Union Mutual of Maine)

##### PLAN II

- 1. MESSA survivor's benefits (not effective until 1971-72)
- 2. LTD (continuation of present plan with Union Mutual of Maine)
- 3. \$15,000 Term Life Insurance

#### ARTICLE XXIII

##### 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. A "complaint" is a claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation, or misapplication of

of any provision of this Agreement or any subsequent agreement entered into pursuant to this agreement or any rule, order, or regulation of the Board.

- b. A complaint, which is a claim by a teacher or group of teachers or the Association and affects the working conditions of a teacher or a group of teachers but which is not covered in Paragraph 1, a above, will not be subject to this Article beyond Level Four.
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 (3) members of the Association's Professional Rights and Responsibilities 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 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 used 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

of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

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 fourteen (14) 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 send the Superintendent of Schools a written statement setting forth the grievance, reasons, a resume of facts giving rise to the grievance, and why the grievance committee considers the grievance to be legitimate.

Within fourteen (14) days the Superintendent of Schools shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy thereof to the Association. Every attempt will be made to present all pertinent facts and reasons for the grievance at this level.

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 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 proceedings.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have the authority only to interpret this agreement and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be shared equally by both parties.

#### 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.

#### Miscellaneous

1. A grievance may be withdrawn at any level by mutual agreement without establishing a 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 XXIV

##### 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. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved.
- D. The clerical expenses of the Professional Council and its 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.
- F. The Professional Council shall have the authority to amend the student teacher program plan, including distribution of student teacher monies, as agreed upon by the parties for the 1969-70 school year.

#### ARTICLE XXV

##### SCHOOL BUILDING COMMITTEES

- A. A committee of teachers shall be created in each school building from the faculty of that building. Election of committee members will be on the first (1st) Monday in May by secret ballot in their respective buildings. The teachers receiving the most votes will be JEA Representative Assembly Delegate(s) with two (2) year terms.
  - 1. In schools having a faculty of fewer than forty (40) teachers, the committee shall consist of three (3) teachers.
  - 2. In schools having a faculty of at least forty (40) teachers, but fewer than eighty (80) teachers, the committee shall consist of five (5) teachers.
  - 3. In schools having a faculty of eighty (80) or more teachers, the committee shall consist of seven (7) teachers.
- B. All elections under Section A above, shall be conducted by the Association members within the school.
- C. The 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.

Such rules and procedures will be developed after consulting with the school building committee.

#### ARTICLE XXVI

##### EXPERIMENTAL PROGRAMS

- A. Innovative and experimental programs will be encouraged, but such programs will be subject to the guidelines as outlined in this Article.
- B. An innovative and experimental program will begin when all of the following have been satisfied:
1. Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the experimentation should be consulted for information.
  2. If the program is adopted by at least seventy-five (75) percent of the affected staff, in a secret ballot election, then the "transfer procedure" will be utilized by teachers who do not wish to participate.
  3. All programs must be presented to the Professional Council. Programs which receive the approval of the Professional Council will then be presented to the Board.
  4. Programs that are approved and put into effect shall be funded.
- C. Programs that have been put into effect must be evaluated at least once each school year. Such evaluations must be reduced to writing and distributed for staff information if the program is considered for extension. Extensions, if requested, will be subject to the provisions of Paragraph B, above.

#### ARTICLE XXVII

##### ADMINISTRATION OF AGREEMENT

- A. Five (5) representatives each of the Board and the Association's negotiating committees will meet upon written request of either party for the purpose of reviewing the administration of the contract, and to resolve problems that may arise under the Agreement. These meetings are not intended to by pass the grievance procedure.
- B. Each party will submit to the other, at least one (1) week prior to the meeting, an agenda covering what they wish to discuss.
- C. Meetings between the parties will take place on a shared time

principle with the time of meeting arrived at through mutual agreement.

- D. 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 XXVIII

##### 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 teacher or group of teachers shall be found contrary to the law, then such provisions shall not be deemed valid and subsisting, except as and to the extent permitted by law, or if and when 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 entitled, "Professional Agreement Between the Jackson Public Schools and the Jackson Education Association, M.E.A.-N.E.A." shall be printed in 4" x 6" booklet form. The printing shall be done at joint expense of the Association and the Board. The Agreement shall be printed within thirty (30) days of signing of contract or closest day to that period.

Copies of the contract shall be provided for all professional staff under contract and a copy shall be sent to each prospective teacher employee with their letter of appointment.

- F. A teacher, as a condition for employment by the Board, shall annually present evidence of freedom from communicable tuber-

culosis. Conditions for fulfilling this requirement are as follows:

1. The examination shall include a tuberculin skin test or a chest x-ray. If the tuberculin test is positive, a chest x-ray is required. If the x-ray suggests tuberculosis, a laboratory examination is required.
  2. The teacher will be required to present evidence of freedom from communicable tuberculosis and the report must be filed with the teacher's personnel record within fourteen (14) days:
    - a. After the first day of regular school session of each school year.
    - b. The first day of initial employment.It shall be available for examination by public health personnel.
  3. In order to satisfy this requirement of the State of Michigan, the tuberculin examination should be taken within six (6) months preceding the commencement of work and/or the new school year.
  4. Failure to file the report with the personnel office by the time limits specified above, shall be considered contrary to the Michigan Law and shall be just cause for suspension without pay.
- G. The cost of all physical and mental examinations, as may be requested by the Board for any purpose, except as required in Article IX, Leave-of-Absence and Chest X-Ray, or Mantoux Tests, will be borne by the Board. Chest x-rays are available at no cost to Jackson County residents, through the 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. Equipment and supplies will be delivered to the teachers within fourteen (14) calendar days of the time the teacher sends in the requisition, if such supplies and equipment are an item in stock. Notice of denial of requisition or notice of order will be sent to the teacher within fourteen (14) calendar days.
- J. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference 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, typing, duplicating, stencil and mimeograph facilities, and personnel to aid teachers in the preparation of in-



structional material. Such material shall be available to all traveling teachers in buildings where they work.

- 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 Marshal, the Board and the Association agree that a member of the maintenance staff and a JEA 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.
- O. Yearly passes covering all athletic events shall be made available to teachers and spouses for the high school of their choice. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such passes cover one (1) person only and are not transferable.

#### ARTICLE XXIX

##### DURATION OF AGREEMENT

This Agreement shall be effective as of July one (1), 1970, and shall continue in effect until the thirtieth (30th) day of June, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, except that this agreement shall govern the teachers hired for the Summer School of 1972. 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

By C. Williams  
President

By Bernice Lowell  
Secretary

THE BOARD OF EDUCATION  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN

By J. D. Claman  
President

By Michael S. Hadwin  
Secretary

Dated this 15th day of June, 1970.

This Agreement has been negotiated by the following persons:

For the Association:

Kirk Curtis  
Lewis Bailey  
Katherine Keeling  
Mary Lou McMullen  
William Lethcho  
Peter Pultz  
Robert Schaefer  
Bruce Ambs

For the Board:

Norman Taylor  
Frank Lower  
George Kiesel  
Howard Thompson  
Herbert Furnas  
Edward Climer  
Byron Love  
Darrel Wheeler

SCHOOL CALENDAR FOR 1970-71

APPENDIX A

First Semester							Second Semester							
M	T	W	T	F	WEEKS	NO. OF STUDENT INSTR. DAYS	M	T	W	T	F	WEEKS	NO. OF STUDENT INSTR. DAYS	
Sep	*						Feb							
	8	9	10	11	1	3	1	2	3	4	5	20	5	
14	15	16	17	18	2	5	8	9	10	11	12	21	5	
21	22	23	24	25	3	5	15	16	17	18	19	22	5	
			Oct				*							
28	29	30	1	2	4	5	22	23	24	25	26	23	4	
							Mar							
5	6	7	8	9	5	5	1	2	3	4	5	24	5	
12	13	14	15	16	6	5	8	9	10	11	12	25	5	
19	20	21	22	23	7	5	15	16	17	18	19	26	5	
26	27	28	29	30	8	5	22	23	24	25	26	27	5	
Nov										Apr				
2	3	4	5	6	9	5	29	30	31	1	2	28	5	
							Spring	Vacation			*			
9	10	11	12	13	10	5	5	6	7	8	9	--	0	
16	17	18	19	20	11	5	12	13	14	15	16	29	5	
		Thanksgiving Recess												
23	24	25	26	27	12	2	19	20	21	22	23	30	5	
	Dec													
30	1	2	3	4	13	5	26	27	28	29	30	31	5	
							May							
7	8	9	10	11	14	5	3	4	5	6	7	32	5	
14	15	16	17	18	15	5	10	11	12	13	14	33	5	
Christmas Vacation						0	17	18	19	20	21	34	5	
21	22	23	24	25	0	0								
Christmas Vac. Jan						0	24	25	26	27	28	35	5	
28	29	30	31	1	0	0	*	Jun						
4	5	6	7	8	16	5	31	1	2	3	4	36	4	
11	12	13	14	15	17	5	7	8	9	10	11	37	5	
18	19	20	21	22	18	5					*			
				*			14	15	16	17	18	38	4	
25	26	27	28	29	19	4								

TOTAL: 89

TOTAL: 92

YEAR TOTAL: 181

\* Pupils will be excused for entire day.

SCHOOL CALENDAR FOR 1971-72

APPENDIX A-1

First Semester							Second Semester										
M	T	W	T	F	WEEKS	NO. OF STUDENT INSTR. DAYS	M	T	W	T	F	WEEKS	NO. OF STUDENT INSTR. DAYS				
Sept	*																
	7	8	9	10	1	3	31	Feb	1	2	3	4	20	5			
	13	14	15	16	17	2	5		7	8	9	10	11	21	5		
	20	21	22	23	24	3	5		14	15	16	17	18	22	5		
	27	28	29	30	1	4	5		21	22	23	24	25	23	5		
	4	5	6	7	8	5	5	*	28	Mar	1	2	3	24	4		
	11	12	13	14	15	6	5		6	7	8	9	10	25	5		
	18	19	20	21	22	7	5		13	14	15	16	17	26	5		
	25	26	27	28	29	8	5		20	21	22	23	24	27	5		
Nov									27	28	29	30	31	28	4		
	1	2	3	4	5	9	5	Apr	3	Spring	Vacation	4	5	6	7	--	0
	8	9	10	11	12	10	5	10	11	12	13	14		29	5		
	15	16	17	18	19	11	5	17	18	19	20	21		30	5		
	22	23	24	25	26	12	2	24	25	26	27	28		31	5		
	29	30	1	2	3	13	5	May	1	2	3	4	5	32	5		
	6	7	8	9	10	14	5	8	9	10	11	12		33	5		
	13	14	15	16	17	15	5	15	16	17	18	19		34	5		
	20	21	22	23	24	--	0	22	23	24	25	26		35	5		
	27	28	29	30	31	--	0	*	29	30	31	1	2	36	4		
Jan									5	6	7	8	9	37	5		
	3	4	5	6	7	16	5		12	13	14	15	16	38	4		
	10	11	12	13	14	17	5										
	17	18	19	20	21	18	5										
	24	25	26	27	28	19	4										

TOTAL: 89

TOTAL: 91

YEAR TOTAL: 180

\* Pupils will be excused for entire day.

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

A. Teacher's Salary Index Scale

<u>STEPS</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>	<u>LEVEL 3</u>	<u>LEVEL 4</u>	<u>LEVEL 5</u>	<u>LEVEL 6</u>
1	0.90	1.000	1.073	1.146	1.219	1.292
2	0.945	1.055	1.139	1.217	1.295	1.374
3	0.990	1.110	1.205	1.288	1.371	1.456
4	1.035	1.165	1.271	1.359	1.447	1.538
5	1.080	1.220	1.337	1.430	1.523	1.620
6	1.125	1.275	1.403	1.501	1.599	1.702
7	1.170	1.330	1.469	1.572	1.675	1.784
8	1.215	1.385	1.535	1.643	1.751	1.866
9	1.260	1.440	1.601	1.714	1.827	1.948
10	1.305	1.495	1.667	1.785	1.903	2.030
11	1.350	1.550	1.733	1.856	1.979	2.112
12	1.395	1.605	1.799	1.927	2.055	2.194

- 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 = \$8,000 for the 1970-71 school year.
- The ratio 1.000 = \$8,600 for the 1971-72 school year.

APPENDIX B-2

SUMMER SCHOOL AND ADULT EDUCATION

A. Summer School

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:

1. The weekly load in academic areas of the secondary summer school will consist of thirty (30) hours. This will include twenty (20) hours of pupil contact time and ten (10) hours preparation and conference time.
2. The weekly load for a five (5) day week in driver education laboratory instruction in the summer school will consist of twenty-five (25) hours. This will be entirely pupil contact time. This load is for an eight (8) week session and shall be equated for sessions of different lengths.
3. If the driver education laboratory instruction in the summer school is scheduled on a six (6) day week, five (5) hours pupil contact per day then the time will not exceed one hundred sixty (160) hours. In addition, it is expected that instructors will participate in the spring registration.
4. Weekly load in elementary summer school shall consist of thirty (30) hours. This will include twenty (20) hours of pupil contact time and ten (10) hours of preparation and conference time. A six (6) week session will be pro-rated at three-fourths (3/4) of the eight (8) weeks' salary.
5. Teachers working other than a full-time load as defined above will be paid on a pro-rated basis.
6. When weather conditions have caused the cancellation of the summer school and an "all clear" is declared at least one (1) hour before the start of any shift in driver education, these classes will be reconvened.

B. Adult Education

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

<u>Enrichment Classes</u>	1970-71 <u>School Year</u>	1971-72 <u>School Year</u>
First two (2) years of such employment	\$ 5.18	\$ 5.57
After two (2) years	5.83	6.27
 <u>Basic Education and High School Classes</u>		
First two (2) years of such employment	\$ 6.49	\$ 6.98
After two (2) years	7.13	7.66

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.

<u>SPORT</u>	<u>WEEKS IN SEASON</u>	<u>x</u>	<u>HOURS</u>	<u>=</u>	<u>TOTAL</u>	<u>x</u>	<u>% OF A.B. BASE</u>
H. Football	14		15		210		.102
A. Football	14		15		210		.060
Cross County	12		15		180		.065
A.X.X.	12		15		180		.060
H. Basketball	19		15		285		.076
Swimming	19		15		285		.065
Wrestling	19		15		285		.065
Ass't. Winter	19		15		285		.060
H. Spring	11		15		165		.065
A. Spring	11		15		165		.060
<u>ATHLETIC DIRECTOR</u>							
							<u># 22% base salary</u>
9th Football	12		12.5		150		.057
7-8 Football	10		12.5		125		.057
9th Basketball	13		12.5		162.5		.057
7-8 Basketball	12		12.5		150		.057
Swimming	13		12.5		162.5		.057
Wrestling	13		12.5		162.5		.057
Cross Country	10		12.5		125		.057
Spring Sports	9		12.5		112.5		.057
Gymnastics	6		12.5		75		.057

# This position will also have one (1) less academic class than is the normal teaching load.

B. Girls' Physical Education

	<u>JR. HIGH SCHOOLS</u>	<u>SR. 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%
Winter Sports	5.00%	5.00%
Spring Sports	4.00%	4.00%

C. Supplemental Salaries for Special Assignments Beyond the Normal School Day

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

	<u>JR. HIGH SCHOOLS</u>	<u>SR. HIGH SCHOOLS</u>
Band	7.50%	14.00%
Orchestra	2.50%	4.00%
Vocal Music	4.0%	8.75%

	<u>JR. HIGH SCHOOLS</u>	<u>SR. HIGH SCHOOLS</u>
Cooperative Programs *	--	8.00%
Newspaper Advisors **	4.00%	8.00%
Debate	--	10.00%
Dramatics	--	10.00%
Forensics	--	3.00%
Jackson Schools Radio ***	--	14.00%
Audio-Visual Director **	15.00%	15.00%
Counselors ****	8.00%	8.00%
School Psy./Diag.	9.75%	
School Social Workers	9.75%	

- \* This is based on a normal teaching day and duties.
- \*\* If assignment is reduced by one (1) period this will not be paid.
- \*\*\* Thirty-six (36) fifteen (15) minute programs
- \*\*\*\* Counselors will be required to have additional pupil or parent contact time, beyond the pupil contact time specified in Article V, Paragraph B-1, equal to no more than two and one-half (2-1/2) hours per week.

D. Substitute Salaries

Day-to-day substitutes shall be paid at the following daily rates (Half days shall be at one-half (1/2) of the daily rate):

	<u>1970-71</u>	<u>1971-72</u>
Non-Degree	\$23.99	\$25.79
Degree	28.53	30.67

- E. All teachers employed by the Jackson Public School District shall be paid a car allowance of \$1.50 per each day they are required to use their own car for school business. Portal to portal mileage is not eligible for reimbursement. In addition such teachers shall be reimbursed ten cents (10¢) per mile for all travel for the district that exceeds ten (10) miles per day. In addition:
  1. Professional responsibilities will include keeping a daily mileage record unless the teacher has a regular schedule of trips.
  2. Transportation to professional conferences or meetings requested by the Board will be reimbursed at the rate of ten (10) cents per mile.
  3. Mileage allowance will be paid on a monthly basis.



F. Right to Appeal

A teacher who has achieved tenure status may appeal any decision of the Board 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.

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 (2) 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 Association with the approval of the Board of Directors.
4. The Deputy Superintendent, Personnel of the School District and the immediate past-President of the 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 Deputy Superintendent, Personnel and shall be made available only to the Superintendent of Schools and/or the committee members by the Deputy Superintendent, 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 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 Association, the Board, the administration of the Jackson Public Schools, or a teacher.
- I. 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. United Community Services

United Community Services donations may be made by payroll deductions.

C. Washington National Income Protection Insurance (Sickness & 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 School Employees Credit Union shall be made each pay in accordance with regulations established by the Payroll Office and the credit union. No change in deduction will be allowed except by specific request to the credit union.

E. Tax Sheltered Annuities

Deductions will be made for Tax Sheltered annuities, upon approval of the Board, under conditions set by the Joint Insurance Committee and the Business Office, and as authorized by the teacher.

Deduction of Membership Dues Authorization

25807

DO NOT WRITE IN THIS BOX

SOCIAL SECURITY NUMBER

1	2	3	4	5	6	7	8	9	0

READ INSTRUCTIONS ON BACK BEFORE USING THIS FORM

9.  MR.  MRS.  MISS  DR. NAME \_\_\_\_\_

USE BALL POINT PEN AND PRESS FIRMLY

2. <input type="checkbox"/> PAYROLL DEDUCTION	5. <u>  </u> MEA	6. NEA	7. PRESENT POSITION
<input type="checkbox"/> CASH PAYMENT	<input type="checkbox"/> ACTIVE	<input type="checkbox"/> ACTIVE	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
3. <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL	<input type="checkbox"/> EDUCATOR AFF. <input type="checkbox"/> LIFE	<input type="checkbox"/> LIFE PAYING <input type="checkbox"/> LIFE PAID	
4. <input type="checkbox"/> LOCAL MEMBER	<input type="checkbox"/> NON-EDUCATOR	<input type="checkbox"/> ASSOCIATE	

**LOCAL - MICHIGAN - NATIONAL EDUCATION ASSOCIATION**

P.O. BOX 673, EAST LANSING, MICHIGAN 48873  
CONTINUING MEMBERSHIP APPLICATION

10. MEA DISTRICT \_\_\_\_\_ HOME PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_ SCHOOL SYSTEM \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ 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**

8-2-07 ©

APPENDIX F

GRIEVANCE REPORT FORM

Grievance# \_\_\_\_\_ Jackson Public School District      Distribution of Form  
1. Superintendent  
2. Principal  
3. Association  
4. Teacher

Submit to Principal in Duplicate

Building                      Assignment                      Name of Grievant                      Date Filed

LEVEL I and II

Date Cause of Grievance Occurred \_\_\_\_\_

1. Statement of Grievance \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Relief Sought \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / Date

Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature / 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

## APPENDIX G

### CODE OF ETHICS OF THE EDUCATION PROFESSION

(Adopted 1968 NEA Representative Assembly)

#### PREAMBLE

The educator believes in the worth and dignity of man. He recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of democratic citizenship. He regards as essential to these goals the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts his responsibility to practice his profession according to the highest ethical standards.

The educator recognizes the magnitude of the responsibility he has accepted in choosing a career in education, and engages himself, individually and collectively with other educators, to judge his colleagues, and to be judged by them, in accordance with the provisions of this code.

#### PRINCIPLE I - Commitment to the Student

The educator measures his success by the progress of each student toward realization of his potential as a worthy and effective citizen. The educator therefore works to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfilling his obligation to the student, the educator:

1. Shall not without just cause restrain the student from independent action in his pursuit of learning, and shall not without just cause deny the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which he bears responsibility.
3. Shall make reasonable effort to protect the student from conditions harmful to learning or to health and safety.
4. Shall conduct professional business in such a way that he does not expose the student to unnecessary embarrassment or disparagement.
5. Shall not on the ground of race, color, creed, or national origin exclude any student from participation in or deny him benefits under any program, nor grant any discriminatory consideration or advantage.
6. Shall not use professional relationships with students for private advantage.
7. Shall keep in confidence information that has been obtained in the course of professional service, unless disclosure serves professional purposes or is required by law.
8. Shall not tutor for remuneration students assigned to his classes, unless no other qualified teacher is reasonably available.

## PRINCIPLE II - Commitment to the Public

The educator believes that patriotism in its highest form requires dedication to the principles of our democratic heritage. He shares with all other citizens the responsibility for the development of sound public policy and assumes full political and citizenship responsibilities. The educator bears particular responsibility for the development of policy relating to the extension of educational opportunities for all and for interpreting educational programs and policies to the public.

In fulfilling his obligation to the public, the educator:

1. Shall not misrepresent an institution or organization with which he is affiliated, and shall take adequate precautions to distinguish between his personal and institutional or organizational views.
2. Shall not knowingly distort or misrepresent the fact concerning educational matters in direct and indirect public expressions.
3. Shall not interfere with a colleague's exercise of political and citizenship rights and responsibilities.
4. Shall not use institutional privileges for private gain or to promote political candidates or partisan political activities.
5. Shall accept no gratuities, gifts or favors that might impair or appear to impair professional judgment, nor offer any favor, service or thing of value to obtain special advantage.

## PRINCIPLE III - Commitment to the Profession

The educator believes that the quality of the services of the education profession directly influences the nation and its citizens. He therefore exerts every effort to raise professional standards, to improve his service, to promote a climate in which the exercise of professional judgment is encouraged and to achieve conditions which attract persons worthy of the trust to careers in education. Aware of the value of united effort, he contributes actively to the support, planning, and programs of professional organizations.

In fulfilling his obligation to the profession, the educator:

1. Shall not discriminate on grounds of race, color, creed or national origin for membership in professional organizations, nor interfere with the free participation of colleagues in the affairs of their association.
2. Shall accord just and equitable treatment to all members of the profession in the exercise of their professional rights and responsibilities.
3. Shall not use coercive means or promise special treatment in order to influence professional decisions of colleagues.
4. Shall withhold and safeguard information acquired about colleagues in the course of employment, unless disclosure serves professional purposes.
5. Shall not refuse to participate in a professional inquiry when requested by an appropriate professional association.



6. Shall provide upon the request of the aggrieved party a written statement of specific reason for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
7. Shall not misrepresent his professional qualifications.
8. Shall not knowingly distort evaluations of colleagues.

PRINCIPLE IV - Commitment to Professional Employment Practices

The educator regards the employment agreement as a pledge to be executed both in spirit and in fact in a manner consistent with the highest ideals of professional service. He believes that sound professional personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect. The educator discourages the practice of his profession by unqualified persons.

In fulfilling his obligation to professional employment practices, the educator:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall apply for a specific position only when it is known to be vacant, and shall refrain from underbidding or commenting adversely about other candidates.
3. Shall not knowingly withhold information regarding a position from an applicant, or misrepresent an assignment or conditions of employment.
4. Shall give prompt notice to the employing agency of any change in availability of service, and the employing agent shall give prompt notice of change in availability or nature of a position.
5. Shall not accept a position when so requested by the appropriate professional organization.
6. Shall adhere to the terms of a contract or appointment, unless these terms have been legally terminated, falsely represented, or substantially altered by unilateral action of the employing agency.
7. Shall conduct professional business through channels, when available, that have been jointly approved by the professional organization and the employing agency.
8. Shall not delegate assigned tasks to unqualified personnel.
9. Shall permit no commercial exploitation of his professional position.
10. Shall use time granted for the purpose for which it is intended.

APPENDIX H

DRIVER EDUCATION COURSES

- A. Michigan State University courses which are countable for driver education in connection with Article XXI, Paragraph B, 2, b, (5).

<u>MSU Course Designation</u>	<u>Title</u>
ED 429F	DE I
ED 429G	DE II
ED 830A	Psychological Factors in Traffic Safety
ED 882	Seminar in Traffic Safety
ED 881 or 883	Independent Problems or Workshop
AE 443	Internal Combustion Engines
PLA 445, 446, or 447	Highway Traffic Administration
HPR 407	Safety Education

- B. Comparable courses from other colleges are acceptable.

APPENDIX I

ARTICLE V

AMENDMENT BY ADDITION

- J. The above provisions in Article VI, Section A, shall be modified with respect to elementary students and teachers as follows: The elementary pupil contact time shall be extended one (1) hour and ten (10) minutes per week. The added time of fourteen (14) minutes per day shall be apportioned in such a manner as to start the school day seven (7) minutes earlier, the other seven (7) minutes shall be taken from the lunch period or if that interferes with the lunch program of Section C of this Article, it will be added to the afternoon instructional period.

Elementary teachers shall report eight (8) minutes prior to the commencement of the students' school hours. They shall be required to remain eight (8) minutes after the close of the students' school hours in the afternoon.

In the event that the State Department regulations are modified to count pupil recess periods not supervised by teachers as instruction time, this section shall become void.

Ratified by the Board at Special Meeting  
on August 31, 1970.

Ratified by the JEA on September 8, 1970,  
at Representative Assembly Meeting.