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Jackson

**PROFESSIONAL NEGOTIATIONS AGREEMENT**

*between*

Michigan State University  
**JACKSON PUBLIC SCHOOLS**  
LABOR AND INDUSTRIAL  
*and* RELATIONS LIBRARY,

**THE JACKSON EDUCATION ASSOCIATION, INC.**

**JACKSON, MICHIGAN**

*July 1, 1972 through August 31, 1973*

Jackson Education Association  
710 Wildwood Avenue  
Jackson, Michigan  
49201

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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 27th day of October, 1972 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 (11) of Act 379, Public Acts of 1965, for all professional certificated and/or licensed personnel, including personnel on tenure, probation, classroom teachers, term substitute teachers, adult education teachers who teach credit courses, 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 50%, or more, of the time in direct administration and/or 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 (provided their duties conform to the above paragraph). All Administrators outside the bargaining unit as defined by the P.N.A. 1970-72 shall remain so.

- 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, General Laws of the State of Michigan and the United States as well as the Constitution of the State of Michigan and of the United States. 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 the 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. School messenger service shall include the Association office as one of its regularly scheduled pick up and delivery points.

- D. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, data process equipment, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for such equipment and pay for the actual cost of all materials and supplies incident to such use.
- E. Official delegates of the Association shall be entitled to attend official sessions of the Michigan Education Representative Assembly and other local, state or National Education 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 or national education associations shall be limited to a total of twenty-five (25) man days per school year. Attendance at other Association meetings resulting in loss of teaching time may be done without pay upon advance written notice to the Personnel Office.
- F. To demonstrate the Board's support of the democratic process and its interest in better education the Board agrees to provide:
- (1) Five (5) days per school year leave with pay to those individuals who are duly elected local, political office-holders such as city commissioners or members of the county board of commissioners. The teacher will pay the cost of the substitute.
  - (2) Three (3) days per school year leave with pay for those teachers who are duly elected office holders in state and national professional, educational organizations. With additional two (2) days, the teacher paying the cost of the substitute if needed.



- G. 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.
- H. 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.
- 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 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. 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 office personnel of his presence in the building.

- N. The Board shall maintain an active list of substitute teachers to replace absentees. 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 for duty. The Board shall maintain at least one telephone line, exclusively for such reporting. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. To report availability for work after absence, the teacher shall call said telephone number at least one (1) hour before his reporting time. A teacher may, however, indicate at the time of his original call the length of unavailability, thus negating the necessity for a second call.
- O. The Board will make a survey of the schools which do not have adequate provisions for lunchroom, restroom, lavatory, lounge and paved parking facilities exclusively for teacher use and house telephone systems in all buildings. From this survey a budget will be prepared to cover costs of these areas. These costs will be included in the next proposal, dealing with buildings and sites, presented to the electors.

### ARTICLE III

#### RIGHTS OF THE BOARD

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

- (1) to provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees;

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

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

#### ARTICLE IV

##### MEMBERSHIP, FEES & 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 paycheck each month for 20 pays beginning with the second paycheck in September and ending in June

of each year, and the Board agrees to promptly and monthly remit to the Association 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 student's school hours in the afternoon. During such time, teachers shall be in the classroom, or available for non-continuing professional duty or assignment. On Fridays and days preceding holidays or vacations, the fifteen (15) minute period at the close of the regular school days 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 homeroom. 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 homeroom.
  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 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 grade level meetings. Teachers will be notified of such meetings at least forty-eight (48) hours prior to the meeting unless there are unusual circumstances. Attendance at functions which occur outside of the school day and for which compensatory time is not provided, is an individual responsibility to be exercised within the limits of the individual's schedule and needs.
- J. The above provisions in Article V, 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 or 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 student's school hours. They shall be required to remain eight (8) minutes after the close of the student's 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.

## 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 29 students per elementary classroom.
- b. A maximum of 26 students per elementary classroom when such elementary classroom contains twenty (20) percent or more students identified as being eligible for Title I federal aid.
- c. Elimination of all split grades which require traditional curricula.
- d. A maximum of 18 students in junior first grades.
- e. Early elementary special education "Type A" rooms will not exceed a maximum of 12. Upper elementary "Type A" rooms will not exceed a maximum of 15.

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

- a. English, Math, Social Studies, Foreign Language, Drafting, Science, and Biology; 155 students maximum per day
- b. Typing: 175 students maximum per day
- c. Music 225 students maximum per day
- d. Physical Education 225 students maximum per day



- e. Industrial Arts      130 students maximum per day
  - f. Remedial Reading    125 students maximum per day
  - g. Art                    130 students maximum per day
  - h. Special Education    75 pupil hours maximum per day
  - i. Home Living           130 students maximum per day
  - j. Homeroom             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; 155 students maximum per day
  - b. Art                    130 students maximum per day
  - c. Homemaking          130 students maximum per day
  - d. Physical Education   225 students maximum per day
  - e. Special Education    75 pupil hours maximum per day
  - f. Homeroom             35 students maximum per day
  - g. Industrial Educa-    130 students maximum per day  
    tion
  - h. Music                 225 students maximum per day
  - i. Typing                175 students maximum per day
  - j. Driver Education     45 classroom  
                              8 on range/instruction  
                              4 in car city driving

4. Industrial and practical arts 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 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 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 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 or take advantage of regular transfer procedure as outlined in Article VIII, E.

- 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. For the purposes of this contract, minority group personnel will be defined as those employees who are black, American Indian, Oriental or of Spanish descendency. The goal of such policy shall be to have at least the same percentage of minority racial representation on each individual staff as is represented by the student population of the Jackson Public Schools.
- 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 that 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 after the opening day of school shall be filled on a temporary basis by an applicant who either has a Michigan Permanent Certificate or Michigan Provisional Certificate or who can be fully qualified for such within ninety (90) days after employment. Exceptions to the foregoing will be made in the case of teachers in the vocational training programs who meet Michigan Certification requirements. In accordance with Article VII, Paragraph E every reasonable effort will be made to fill such vacancy with a member of a minority racial group until the provisions of Article VII E have been fulfilled. In the event that there is no certified minority applicant available, the position may be filled by any certified applicant.
- C. 1. Whenever a vacancy in any professional position in the district shall occur and where the provisions of Article VII, paragraph E have not been met, 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. In accordance with Article VII, paragraph E a moratorium on transfers within the district will be in effect for a period of four weeks. During such four (4) weeks all reasonable efforts will be made to fill the position with a minority applicant holding either Michigan Permanent Certificate or a Michigan Provisional Certificate in the field of the vacancy or an applicant who can qualify for such certification within

ninety (90) days. In the event the vacancy is not filled with a certificated minority racial group member within four (4) weeks of such posting, the transfer and hiring procedures of this Article and others that are applicable shall apply.

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.
  - 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, 2b., this Article.
3. 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 transfers 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 except that he shall not add to his seniority as a teacher while in such administrative or executive positions. Administrators appointed prior to September 1, 1972 are exempt from loss of seniority under this Provision.

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 the 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 their most recent professional evaluation is less than satisfactory. Such denial will be sent to the applicant in writing.
- e. Teachers shall be limited to the acceptance of one such transfer per school year.

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 layoffs 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 his choice within the building, the provisions of (2b 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. Such absences will be limited to ten (10) working days if the illness or accident involves a person outside of the immediate household. Additional days will be available without pay.

### 3. Personal Leave

- a. Personal leave shall be construed to mean time necessary to conduct personal affairs of a business or legal nature 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. (Form to be added as an appendix to this contract.) One day personal leave per year may be used to attend a professional meeting or conference directly related to the primary job assignment of the teacher.
  - b. Other Approved Leaves
    - 1) Attendance at 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 - 12 days per year

After Fifth Year - 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) day's 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 1.2 days per month for the first five (5) years 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 State Employees Retirement Act after ten (10) years service in the Jackson Public Schools, accumulated leave shall be paid at 1/2 the final rate of pay for a maximum of one hundred (100) days.

If death occurs while under contract to the Jackson Public Schools during or after the tenth (10) year, death benefits shall be paid on a

schedule of 1/2 the final rate of pay per sick leave day, up to a maximum of 100 days.

If death occurs in the fifth year, 50% of the above rate shall be paid. If death occurs in the sixth year, 60% of the basic rate shall be paid. If death occurs in the seventh year, 70% of the basic rate shall be paid. If death occurs in the eighth year, 80% of the basic rate shall be paid. If death occurs in the ninth year, 90% of the basic rate shall be paid. If death occurs in the tenth year, or later, 100% of the basic rate shall be paid.

c. A record of accumulated leave days will be furnished each teacher no later than October 15th each school year.

6. Should a teacher require leave-with-pay days beyond thirty (30) calendar days and should such a teacher have exhausted his accumulated sick leave days benefits equal to those of the LTD program will be provided beginning the thirty-first (31st) day of the disability and continuing until LTD benefits are begun.

#### 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 of Education must be accompanied by a statement from an employer-designated physician that he is able to resume his regular duties. No experience credit on the salary schedule shall be granted.
2. Illness in Immediate Family - (spouse, children, 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 for Personnel and should be accompanied by a statement from the attending physician.

Maternity leaves may be granted to probationary teachers. Before returning, the teacher shall submit a statement from an employer-designated physician to the Deputy Superintendent for 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 Personnel Director, and may be granted, if in his opinion such leave shall be of value to the district.

#### E. Return from Leave of Absence

1. A teacher wishing to return to the Jackson Public Schools after a leave of absence must request in writing to the Deputy Superintendent for Personnel, such re-employment not later than March 20th prior to the termination of his leave. Failure to comply with this provision shall be considered as a resignation.

The Deputy Superintendent, Personnel, will attempt to contact all teachers on leaves of absence, by certified-mail, on or before March 1 and inform them of the above requirements.

2. 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.
3. Teachers returning from maternity or sabbatical leave of not more than 180 days (1 school year) shall be

offered their same assignment upon return, provided that that assignment is still in existence.

- F. Salary Provisions on Return from Leave of Absence - If the salary schedule has changed during an employee's leave of absence, his basic salary shall be changed according to his service record, except as otherwise provided in this Article.
- G. Teachers who are placed on special assignment within the bargaining unit by the Board within the school system and who are away from their regular teaching position may be replaced by a term substitute for a period of not less than 90 days nor more than 180 days, funding permitting. After completion of the special assignment, the classroom teacher will be returned to his regular position. If a term substitute serves successfully in the above described capacity for 90 or more days, he will have bidding rights on all positions posted. However, he will not accrue seniority while serving as a term substitute.
- H. 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. Plan I or Plan II as provided in Article XXI will remain in effect for the leave period.

## 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; 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. Two (2) 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 evaluation 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 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 supervisors 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. Each teacher's evaluation shall include at the conclusion of the report the statement: "Considering all factors the performance of this teacher is \_\_\_\_\_ satisfactory \_\_\_\_\_ unsatisfactory."
3. 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.

4. 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.
5. 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.
6. Principals may at any time submit additional reports to the Superintendent concerning the performance of individual teachers with the provisions that such reports have been seen and signed by the teacher concerned and that he is completely familiar with 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) 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 weeks (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 for 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

### 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 affected 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. Insufficient student interest in the activity.
2. Lack of funds.
3. Position is abolished. If the position is abolished after the teacher has been on the job, he will be paid on a pro-rated basis for the time worked.
4. A supplementary contract may be voided by a teacher giving ten (10) school days notice of his intent. Teachers taking such action relinquish any rights to that position for the balance of the school year concerned.

#### B. Layoff Procedure

1. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the Board, teachers with the most seniority in the district shall be retained, except that at no time will there be a greater percentage of minority personnel laid off than the current percentage of minority personnel employed at the time of the layoff. In no event will the number given notice of possible layoff be greater than the number of positions to be eliminated. Each teacher so affected will be called back in reverse order for positions for which he is certificated maintaining the above minority balance.
2. It is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available financial information at the time of the layoff and that it is within the Board's proper authority to reinstate eliminated positions at its discretion.

3. Teachers who are on layoff will not accrue seniority in the district. Seniority is defined as the length of service of a teacher since the acceptance date of his last letter of appointment for hiring. No teacher will be required to accept a position in the middle of a school year. Teachers on layoff will lose their seniority when their layoff time exceeds their seniority at the time of layoff or when they refuse call-back to a position for which they are certificated, whichever is the longer period of time.

Nothing in this paragraph shall require the recall of a teacher who is not certificated for a vacancy.

C. Teacher Attendance on Snow Days

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.

D. Concerted Effort

The Board and the Association agree to the principle that differences shall be resolved by appropriate and peaceful means concerning any matter which is subject to the grievance procedure, without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action in such cases against the Board.

As used herein the term "strike" shall mean the concerted failure to report for duty, the willful absence from

one's position, the stoppage of work, or the abstinence in whole or in part from the full, faithful and proper performance of the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of employment. Failure of employee(s) to return to his work station upon request by Board officials shall result in disciplinary action up to and including discharge.

ARTICLE XIII

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 Schools 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. 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 Washington's Birthday. Washington's Birthday will not be a school holiday during the 1972-73 school year. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday.
  4. There will be no school on the day before or after any legal holiday, if such holiday is on Tuesday or Thursday, respectively.
  5. 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



6. 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.
7. School will close on the earliest Friday in June which provides at least 180 days of pupil attendance.
8. There will be pupil attendance on the final day of school of each semester for the 1972-73 school year.

#### ARTICLE XIV

##### 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 nine (9) years on the B.A. level, or eleven (11) years for a person with an M.A. or thirty (30) semester hours of approved graduate work or higher degree.
  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 nine (9) and eleven (11) 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 biweekly beginning with the first Friday after 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 paydays 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 XV

##### 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.
  - d. dates on or before which testing is to be completed and of tentative case disposition will be mutually determined by the building principal, referring teacher or counselor and school diagnostician and entered on the referral form within a period of fifteen (15) working days from the receipt of the request for service.
  - e. the initiating teacher will be notified in writing or by direct contact of the location of the referral if there is a delay past the limits described in Paragraph d above; the teacher will be informed in writing as to the just cause for the delay.
- B. An educational planning committee shall be called in all instances of entry and dismissal from all special educational services except:
  1. Speech correction
  2. Homebound and Hospital Instruction
  3. Itinerant School Adjustment
  4. School Social Worker
- C. The educational planning committee shall be composed of the referring teacher, the receiving teacher if known, the

principal, the diagnostician, any special education teacher with whom the student regularly meets, and the responsible administrator. Others having information pertinent to the question may also be included and shall be notified by the responsible administrator.

1. The receiving teacher will receive a copy of the planning committee report prior to student placement.
2. Students transferring from other district special education programs or institutions shall be enrolled directly into corresponding programs. An educational planning committee shall be convened within fifteen (15) working days of such admissions to decide proper placement.
3. Under no circumstances shall an educational planning committee be used for purposes other than educational planning.

D. 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. There shall be a monthly staff meeting for all special education teachers and staff.
- E. 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.
- F. Each special education teacher will be provided the following teaching conditions where they are appropriate to the teaching activity.

1. A well-lighted and ventilated room with a table, adequate numbers of chairs, a blackboard, a bulletin board, shelf space, wastebasket and mirror. The room shall be a quiet and uninterrupted place in which to teach.
2. Notification will be made of all faculty meetings and school events through mailboxes assigned to the special education teachers.
3. Special education teachers shall have access to teaching materials which are available to building staff. This would include construction paper, crayons, tacks, staplers, tape, paints, paste, tablet paper, scissors, etc.

#### ARTICLE XVI

##### ACADEMIC FREEDOM

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.
- B. Academic freedom shall be guaranteed to teachers, and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society, and physical and biological world and other branches of learning subject to accepted standards of professional responsibility and to the laws of the United States and the State of Michigan.

#### ARTICLE XVII

##### 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. Such posting shall show the time commitment, including pupil contact time necessary in that assignment. In addition, the salary payment formula shall be posted with the foregoing.
  - 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 their 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 as 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 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.
- e. In the event qualification and length of service are identical for an existing position, 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 system. (Prorated at one-half (1/2) year for each summer experience). Multiply by two (2) - limit five (5) points.

- 3) Number of years applicant has taught full time 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 or as approved by the Professional Council. Such credit hours earned prior to March 31 will be counted.
- 6) After school program will be given one (1) point per semester, two (2) points per year, unlimited. (Lesser time prorated.)

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

#### C. Continuity of Service

Contracts shall be issued with the proviso 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 XVIII

### 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 advice to the teacher concerning 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 Student Rights and Responsibilities (adopted by the Board of Education) and/or the Michigan School Code by the teacher against a student the Board will provide legal advice 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 loss, damage or destruction of clothing or personal property which is used for instruction, provided that:
  - 1) The personal property is used or intended for use in the instructional program of the teacher and the loss occurs on school premises or while the teacher is engaged in school business.

- 2) The loss is not a result of negligence on the part of the teacher.
  - 3) The limitation of payment in each case is \$100 for clothing (no payment for hosiery), \$100 for auto collision losses, and \$100 for personal property unless covered by the provisions of Paragraph (4) below. Coverage for auto comprehensive is not included.
  - 4) Teachers who have personal property valued in excess of \$500 which is approved by the principal for regular use in the instructional program may extend the limits noted above to that portion of the value of such property not otherwise covered by preparing a statement for the endorsement of the principal, declaring the items and the insurable value of each and all, and submitting it to the Director of Business Services. The Director of Business Services will review the statement in cooperation with the insurance representative of the Board's liability carrier, certify the statement, amend it if necessary, and return it to the teacher.
  - 5) None of the provisions of this Article are intended to duplicate either payments by or coverage by other carriers.
- 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 proved 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 teachers 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, self, 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, mentally retarded, or severely physically handicapped 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 information concerning a pupil's physical handicap is made known to the school, the pupil's teachers will be so informed within ten (10) school days.
- M. Each teacher will be furnished with appropriate and available information at the beginning of each school year concerning the pupil medication supervision procedure for schools.
- N. When a student is transferred from one school to another because of the student's adjustment or disciplinary problems, a conference will be mandatory between the receiving and sending school administrator and counselors. (In the case of elementary school students, the social worker assigned to each school shall act in the place of the counselor). The building principals concerned shall, at their sole discretion, include other professionals such as teachers, psychologists, social workers and others who have been or will be involved with the student.

## ARTICLE XIX

### SUBSTITUTE TEACHERS

- A. A substitute teacher is a certificated teacher 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 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 serves in a position vacancy for a period in excess of ninety (90) days, he shall be offered a regular teaching contract. An exception may be made to the foregoing in the case of term substitute for teachers on maternity and sabbatical leave. When a term substitute serves in the position of a teacher on maternity or sabbatical leave, he shall be offered a regular teaching contract after having served in the position vacancy in excess of 180 days.
- D. 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.
- E. 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.
- F. 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 should be discussed with substitute teachers by the staff members 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.
- G. Request by teachers for particular substitute teachers will be honored if the substitute is not already assigned.
- H. 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 XX

##### 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 purpose of record. One (1) retained by the Board, one (1) by the Association, and one (1) by the superintendent.

- B. No later than May 1 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 XXI

### 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.
2. LTD (continuation of present plan with Union Mutual of Maine).
3. \$15,000 Term Life Insurance.

## ARTICLE XXII

### 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 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 personal 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 XXIII

#### 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, at least one of whom was a member of the team who negotiated this contract, 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 teaching program plan including distribution of student teacher monies as agreed upon by the parties during the 1969-70 school year.
- G. The Professional Council shall be empowered to approve inservice training programs operated by the Jackson Public Schools for salary credit.
- H. The Professional Council shall act as a negotiating committee which shall review the administration of the agreement. Should mutually acceptable amendments be agreed upon, then these amendments shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification by the J.E.A. Representative Assembly and the Board. In no way is this intended to bypass the grievance procedure.

#### ARTICLE XXIV

##### 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 J.E.A. 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 XXV

##### 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 75% 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 XXVI

##### 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 the 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 provisions 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, MEA-NEA" shall be printed in approximately 4"x6" 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 tuberculosis. 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 personal 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 or 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 have been 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 for the following year 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 the requisition, if such supplies and equipment are an item in stock. Notice of denial or 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 instructional materials. 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 costs 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, as well as a teacher's desk, where appropriate.
  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.
  5. Adequate seating for each child assigned to the classroom. (One for each child).
  6. A quiet and a well-lighted classroom.
- M. The Board will act upon repairs and changes in buildings and premises 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 their 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 of the start of school. Such passes cover the (1) person only and are not transferable.
- P. The nature and responsibility of a teacher's assignment requires a certain portion of preparatory work to be performed at home. Space and furniture necessary for such home

work and their upkeep are the responsibility of the teacher whose assignment requires such equipment and/or space.

- Q. No teacher shall become responsible for hiring and/or dismissal (as defined by the MERC) of any member of any other bargaining unit in the Jackson Public Schools.
- R. 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.
- S. Course on Minority Groups
1. Each new probationary teacher as of the school year 1971-72 shall be required to have had or successfully complete at least one course that reviews the cultural heritage and history of minority groups in America. The course shall give special attention to the black, Spanish-speaking and Indian-American. Included in the course shall be a review of current instructional practices, media and curriculum.
  2. To help teachers meet this requirement an inservice course shall be designed locally with the assistance of representatives from the administration, JEA and citizens Advisory Committee. This course shall be designed in such a way that salary schedule and/or graduate credit would be received by participants. Planning for the course should be completed by December 31, 1971.
  3. Teachers shall have the opportunity of taking the inservice course at no cost to themselves. The Board assumes no responsibility for payment of tuition or travel costs for teachers taking university or college credit courses.
  4. Tenure Teachers shall also be encouraged to take a course of study on minority groups.

5. The inservice course will be evaluated at the end of the first year and this evaluation will be reported to the Professional Council.

## ARTICLE XXVII

### ADULT EDUCATION

- A. Adult Education teachers included in the bargaining unit under Article I shall be entitled to only those rights under this Agreement which are included in Article II, (Excepting N), Article III, Article IV, Article VII (A. B. E. F only), Article XI, Article XVI, Article XVIII (A. C. D. E.I. only), Article XXII, Article XXIII, Article XXV (B-3 only), Article XXVI (A.C.D.E.F.G.K.M.P.Q. only).
- B. In addition the above shall be modified by the following:
  1. Ninety day permits shall constitute acceptable certification for teaching credit courses in Adult Education.
  2. After appropriate annual posting for professional vacancies applicants will be selected in accordance with the highest total of the following:
    - a. Number of years applicant has taught within the system (limit 5).
    - b. Number of semesters applicant has taught Adult Education credit courses (Multiply by 2 - unlimited).
  3. As a financial responsibility fee in lieu of membership Adult Education teachers not otherwise included in the bargaining unit shall pay a fee to the Association equal to one (1) percent of the hourly rate for each hour taught in the program.
  4. Evaluation of Adult Education teachers who are teaching adults shall be consistent with the following criteria:

- a. Knowledge of subject matter.
- b. Techniques of instruction.
- c. Relationship with students and professional colleagues.
- d. Ability to maintain student interest and attendance.

5. It shall be understood that failure of a sufficient number of students to enroll in a class shall constitute just cause for cancelling the scheduled and posted course as well as the prospective employment of the selected teacher.

C. The hourly rate of adult education teachers shall be as follows:

.0008116 x B. A. base salary - first two years of adult education employment.

.0008906 x B. A. base salary after two years of adult education employment.

APPENDIX A-1  
School Calendar for 1972-73

M	T	W	TH	F	Weeks	No. of Student Instr. Days	M	T	W	TH	F	Weeks	No. of Student Instr. Days
Sept	*	*	7	8	1	2	29	30	31	Feb. 1	2	20	5
11	12	13	14	15	2	5	5	6	7	8	9	21	5
18	19	20	21	22	3	5	12	13	14	15	16	22	5
25	26	27	28	29	4	5	19	20	21	22	23	23	5
Oct 2	3	4	5	6	5	5	26	27	28	Mar 1	2	24	5
9	*	11	12	13	6	4	5	6	7	8	9	25	5
16	17	18	19	20	7	5	12	13	14	15	16	26	5
23	24	25	26	27	8	5	19	20	21	22	23	27	5
30	21	Nov 1	2	3	9	5	26	27	28	29	30	28	5
6	7	8	9	10	10	5	*Spring Vacation					0	
13	14	15	16	17	11	5	Apr 9	10	11	12	13	29	5
20	21	*	*	*	12	2	16	17	18	19	*	30	4
27	28	29	30	Dec 1	13	5	23	24	25	26	27	31	5
4	5	6	7	8	14	5	30	May 1	2	3	4	32	5
11	12	13	14	15	15	5	7	8	9	10	11	33	5
Christmas Vacation *						0	14	15	16	17	18	34	5
Christmas Vacation *						0	21	22	23	24	25	35	5
Jan.	2	3	4	5	16	4	*	29	30	31	June 1	36	4
8	9	10	11	12	17	5	4	5	6	7	8	37	5
15	16	17	18	19	18	5	11	12	13	14	15	38	5
22	23	24	25	26	19	5							
T	O	T	A	L		87	T	O	T	A	L		93

YEAR TOTAL: 180

\*Pupils will be excused for entire day.



## SCHOOL CALENDAR FOR 1972-73

September 5, 6	Pre-opening Planning Conference
September 7	Classes meet for the first day of school
November 22 - 24	Thanksgiving Recess
December 18 - January 1	Christmas Vacation
January 2	School Resumes
January 29	First day of Second Semester
April 2 - 6	Spring Vacation
April 9	School Reconvenes
April 20	Good Friday - pupils excused for entire day.
May 28	Memorial Day Recess - pupils excused for entire day
June 15	Last day of Instruction

PROFESSIONAL COMPENSATION  
(1st Semester 1972-73)

Appendix B-1

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 = \$8,600 for the 1st semester 1972-73 school year.

PROFESSIONAL COMPENSATION  
(Second Semester, 1972-73)

Appendix B-1

A. Salary Scale Index

STEPS	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5	LEVEL 6
1	.900	1.000	1.073	1.146	1.219	1.292
2	.950	1.061	1.146	1.224	1.303	1.382
3	1.004	1.122	1.218	1.302	1.386	1.472
4	1.051	1.183	1.291	1.381	1.470	1.563
5	1.101	1.244	1.364	1.459	1.554	1.653
6	1.151	1.305	1.437	1.537	1.637	1.743
7	1.201	1.366	1.509	1.615	1.721	1.833
8	1.251	1.427	1.582	1.693	1.805	1.923
9	1.302	1.488	1.655	1.771	1.888	2.013
10	1.352	1.549	1.727	1.850	1.972	2.104
11	1.402	1.610	1.800	1.928	2.056	2.194
12	1.452	1.671	1.873	2.006	2.139	2.284

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 = \$8,600 for the 1972-73 school year.

C. Notwithstanding the expiration of this Agreement on August 31, 1973, the parties agree that the Teachers' Salary Index Scale for the 1973-74 school year shall contain eleven (11) steps. Nothing herein shall be construed as an agreement on the amount of the salaries or the ratio of any step for any level on the scale for the 1973-74 school year.

APPENDIX B-2

SUMMER SCHOOL

A. Summer School

Salary for full-time teachers for an eight (8) weeks summer school session shall be ten and one-half (10-1/2) 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 the summer school shall be distributed on a ratio of five (5) hours of pupil contact time for one (1) hour of preparation and conference time.
2. A full teaching load is defined as a teaching assignment including two (2) classes of no longer than two (2) hours duration, each, and including a preparation and conference period of fifty (50) minutes.
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 pupil contact time will not exceed 160 hours. In addition, it is expected that instructors will participate in the spring registration.
4. When weather conditions have caused the cancellation of the summer school and an "all clear" is declared at least one hour before the start of any shift in driver education, these classes will be reconvened.
5. Teachers working other than a full-time load as defined above will be paid on a pro-rated basis.

6. Teachers of laboratory and field experience courses may be paid for additional preparation time if approved by the principal.

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>	X	<u>HOURS</u>	=	<u>TOTAL</u>	X	<u>% OF A.B. BASE</u>	+	<u>PRESSURE</u>	=	<u>TOTAL</u>
H. FOOTBALL	14		15		210		.102				21.42
A. FOOTBALL	14		15		210		.060				12.6
CROSS COUNTRY	12		15		180		.065				11.7
A. X. X.	12		15		180		.060				10.8
H. BASKETBALL	19		15		285		.076				21.66
SWIMMING	19		15		285		.065				18.52
WRESTLING	19		15		285		.065				18.52
ASS'T WINTER	19		15		285		.060				17.1
H. SPRING	11		15		165		.065				10.72
A. SPRING	11		15		165		.060				9.9
GYMNASTICS	10		8		80		.065				5.2
FACULTY MGR. ATHLETICS			#22% base salary								
9th FOOTBALL	12		12.5		150		.057				8.55
7-8 FOOTBALL	10		12.5		125		.057				7.12
9th BASKETBALL	13		12.5		162.5		.057				9.26
7-8 BASKETBALL	12		12.5		150		.057				8.55
SWIMMING	13		12.5		162.5		.057				9.26
WRESTLING	13		12.5		162.5		.057				9.26
CROSS COUNTRY	10		12.5		125.		.057				7.12
SPRING SPORTS	9		12.5		112.5		.057				6.41
GYMNASTICS	6		12.5		75		.057				4.27

# This position will also have one 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	7.5%	14%
ORCHESTRA	2.5%	4%
VOCAL MUSIC	4.0%	8.75%
* COOPERATIVE PROGRAMS	-	8.00%
* * NEWSPAPER ADVISORS	4.00%	8.00%
DEBATE	-	10%
DRAMATICS	-	10%
FORENSICS	-	3%
*** 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%	

\* Counselors, Diagnostician, School Psychologists, Co-op Program Teachers, and School Social Workers shall have the personal option of accepting or declining the above indicated differentials. If the teacher determines to accept the differential an arrangement for an amount of time equal to two and one-half (2-1/2) hours additional duty time per week above the time commitment required for other classroom teachers shall be required. The use of the time shall be consistent with the duties of the assignment.

\*\* If assignment is reduced by one (1) period this will not be paid.

\*\*\* Thirty-six (36) fifteen (15) minute programs.

D. 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 10¢ per mile for all travel for the district that exceeds ten 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 10¢ per mile.

3) Mileage allowance will be paid on a monthly basis.



## APPENDIX C

### TEACHER TENURE POLICY

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

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

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

#### B. Probationary Period

1. New teachers with no previous experience will be required during their first two (2) years in Jackson to

serve a period of probation, provided that a third year of probation may be granted by the Board of Education upon notice to the Tenure Commission.

2. Teachers with previous experience will also be required during their first two (2) years in Jackson to serve a period of probation, provided that a teacher who had previously been granted Michigan Tenure and served in this capacity under the Act in another district, serve not more than one (1) year of probation. If tenure is not denied during the year of probation, the teacher is granted Tenure.
3. Notice in writing shall be given to each teacher completing the periods of probation outlined above, at least sixty (60) days prior to the close of each school year of service, as to whether or not his work has been satisfactory, and whether or not his services shall be discontinued. Failure to submit such a written statement shall be considered as conclusive evidence that the teacher's work is satisfactory. Any probationary teacher shall be employed for the ensuing school year unless notified at least sixty (60) days prior to the close of each school year of service that his services will be discontinued.
4. The probationary period shall begin the first day the contract becomes effective.

#### C. Continuing Tenure

1. After the satisfactory completion of the probationary period in the Jackson Public Schools, a teacher shall be employed continuously by the Board of Education of the Jackson Public Schools, and shall not be dismissed or demoted except as specified in this Act.
2. Tenure in all cases shall apply to the basic active classroom teacher and the basic salary only, and

tenure shall not apply for any extra assignment or special duty or differential salary which may be involved (including summer assignments).

D. Discharge, Demotion or Retirement

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

E. Resignation and Leave of Absence

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

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

F. Right to Appeal

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

G. Inconsistent Acts

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

H. Local Tenure Committee

1. A local tenure committee shall be maintained and consist of six (6) members. Four (4) are to be teachers under continuing tenure and members of the Association and two (2) are to be administrative representatives (one elementary principal and one secondary or assistant principal) appointed by the Superintendent. The Association shall have sole election rights of the teachers.

2. No member shall serve for more than two consecutive terms and each term shall be for two (2) years, provided, however, that two (2) teacher members and one (1) administrative representative shall be appointed or elected for one (1) year terms for the first (1st) year that the local tenure committee is in existence, and each year thereafter two (2) members shall be elected each year by the Association at the regular general election, one (1) from the elementary level and one (1) from the secondary level, and an administrative representative shall be appointed by the superintendent each year.
3. Appointments to fill vacancies to the elected positions shall be made by the President of the Jackson Education Association with the approval of the Board of Directors.
4. The Superintendent, the Deputy Superintendent, Personnel of the School District and the immediate past-President of the Jackson Education Association shall serve as ex-officio, non-voting members of the committee.
5. Members of the committee shall take office the first (1st) day of the school year and shall elect a chairman and secretary annually, within fifteen (15) days after the new members take office.
6. All procedures of the Local Tenure Committee shall be a matter of written record and signed by the committee members. Said records shall be kept in the confidential files of the Office of the 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 Jackson Education Association at the end of each semester.
  - e. review and make recommendations to the Superintendent concerning any local matter involving the operation of the tenure act, which may be brought to the committee in writing by the Jackson Education Association, the Board of Education, the administration of the Jackson Public Schools, or a teacher.

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. Deductions for each of those listed will be made only if sufficient funds are available in the teacher's check. Deductions shall be prioritized in the following order, the last being deleted from the deduction schedule first if funds are insufficient.

A. Government E-Bonds

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

B. Community Chest

Community Chest donations may be made by payroll deductions.

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

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

D. Credit Union

Deductions for Jackson County School Employee's 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.

APPENDIX E

Deduction of Membership Dues Authorization

25807

DO NOT WRITE IN THIS BOX

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SOCIAL SECURITY NUMBER

<b>2.</b> <input type="checkbox"/> PAYROLL DEDUCTION <input type="checkbox"/> CASH PAYMENT	<b>3.</b> <input type="checkbox"/> NEW <input type="checkbox"/> RENEWAL	<b>4.</b> <input type="checkbox"/> LOCAL MEMBER	<b>5. MEA</b> <input type="checkbox"/> ACTIVE <input type="checkbox"/> EDUCATOR AFF. <input type="checkbox"/> LIFE <input type="checkbox"/> NON-EDUCATOR	<b>6. NEA</b> <input type="checkbox"/> ACTIVE <input type="checkbox"/> LIFE PAYING <input type="checkbox"/> LIFE PAID <input type="checkbox"/> ASSOCIATE	<b>7. PRESENT POSITION</b>  <b>8.</b> 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
---	--	---	--	--	---

READ INSTRUCTIONS ON BACK BEFORE USING THIS FORM

USE BALL POINT PEN AND PRESS FIRMLY

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

**LOCAL - MICHIGAN - NATIONAL EDUCATION ASSOCIATION**

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

HOME PHONE \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

10. MEA DISTRICT \_\_\_\_\_

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

MEA REGION \_\_\_\_\_ COUNTY \_\_\_\_\_

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

DATE \_\_\_\_\_ SIGNED X \_\_\_\_\_



**BUSINESS OFFICE COPY IF PAYROLL DEDUCTION - MEMBER COPY IF CASH**

JACKSON EDUCATION ASSOCIATION  
Jackson, Michigan

Grievance Report Form

Grievance # ( ) Jackson Public School District

Distribution of Form

Refer to PNA for time limits

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

3. Disposition by Principal \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Principal

/  
Date

4 Position of Grievant \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

/  
Date

LEVEL III

1. Date received by Grievance Committee \_\_\_\_\_  
Position of Grievance Committee \_\_\_\_\_

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

2. Date Received by Superintendent or Designee \_\_\_\_\_  
Disposition of Superintendent or Designee \_\_\_\_\_

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

3. Position of Grievant and/or Association \_\_\_\_\_

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

LEVEL IV

1. Date Received by Board of Education or Designee \_\_\_\_\_  
Disposition by Board \_\_\_\_\_

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

2. Position of Grievant and/or Association \_\_\_\_\_

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

LEVEL V

1. Date Submitted to Arbitration \_\_\_\_\_  
Disposition and Award of Arbitrator \_\_\_\_\_

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

APPENDIX G

JACKSON PUBLIC SCHOOLS  
Jackson, Michigan

APPLICATION FOR LEAVE OF ABSENCE WITH PAY

In accordance with the provisions in the Personnel Policies, as adopted by the Board of Education, I hereby make application for approval of absence with pay for the dates and reasons indicated below:

Dates: \_\_\_\_\_ AM \_\_\_\_\_ PM \_\_\_\_\_ All Day \_\_\_\_\_

Reasons: (Please Check One)

Illness or accident in immediate family

Death, in immediate family, not to exceed three days

Personal Leave:

Business Transaction

Legal or Court

Other (Please state details briefly) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Is the requested leave immediately before or after a school holiday period?    yes    no

Date \_\_\_\_\_

Signed \_\_\_\_\_  
(Teacher)

Signed \_\_\_\_\_  
(Principal)

The above request for leave with pay is:

APPROVED \_\_\_\_\_

NOT APPROVED \_\_\_\_\_

Date: \_\_\_\_\_

Signed \_\_\_\_\_  
(Deputy Superintendent)

NOTE: This form to be sent to the Personnel Office as soon as the teacher completes it and it is signed by the Principal. The TEACHER ABSENCE REPORT AND SUBSTITUTE TEACHER RECORD CARDS (Form 1180) are to be sent to the Personnel Office on a daily basis.

APPENDIX H

DRIVER EDUCATION COURSES

- A. Michigan State University courses which are countable for driver education in connection with Article XVIII, 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 Administra- tion
HPR 407	Safety Education

- B. Comparable courses from other colleges are acceptable.

ARTICLE XXVIII

DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 1972, and shall continue in effect until the thirty-first (31st) day of August, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

In Witness Whereof, the parties have executed this Agreement by their duly authorized representatives.

JACKSON EDUCATION ASSOCIATION, INC.  
JACKSON MICHIGAN

By Ronald Niedzielski  
Ronald Niedzielski  
President

By Bernice Lowell  
Bernice Lowell  
Secretary

THE BOARD OF EDUCATION  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN

By James A. Parker  
James A. Parker  
President

By Mildred Hadwin  
Mildred Hadwin  
Secretary