

8/31/74

**AGREEMENT BETWEEN THE  
JACKSON PUBLIC SCHOOLS  
and  
THE JACKSON  
TEACHER AIDE ASSOCIATION  
JACKSON, MICHIGAN**

**From  
September 1, 1973  
through  
August 31, 1974**

*Jackson Public Schools*

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AGREEMENT  
BETWEEN  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN  
AND  
THE JACKSON TEACHER AIDE ASSOCIATION

This Agreement is entered into this \_\_\_\_\_ day, of \_\_\_\_\_, 1973 by and between the Jackson Public Schools Board of Education of the City of Jackson, Michigan, hereinafter called the "Board" and the Jackson Teacher Aide Association, hereinafter called the "Association", affiliated with the Michigan Education Association, hereinafter called the "M.E.A.", and the Jackson Education Association, hereinafter called the "J.E.A.". The signatories shall be the sole parties to this Agreement.

ARTICLE I

RECOGNITION AND DUES CHECK-OFF

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all teacher aides.
- B. The term "aide", when used in this Agreement, shall be defined as an individual who performs non-professional or supportive duties in the instructional process, recess and other informal activities and assists the professional staff with clerical duties.
- C. The Board agrees not to negotiate with any aide's organization other than the Association for the duration of this Agreement.
- D. Nothing contained herein shall be construed to deny or restrict to any aide, rights she/he may have under any applicable law or constitution.

- E. All aides 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 JEA) and such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.
  2. Any aide 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 duties, shall as a condition of employment, pay as a fee to the Association an amount equal to membership dues payable to the Association, provided, however, that the aide may authorize payroll deduction for such fee in the same manner as provided in Paragraph E-1 of this Article. In the event that an aide shall not pay such fee directly to the Association or authorize payment through payroll deductions, as provided in Paragraph E-1, the Board shall immediately cause the termination of employment of such aide. The parties expressly recognize that the failure of any aide to comply with the provision of this Article is just and reasonable cause for discharge from employment. All aides new to the district will be informed of this requirement when being offered employment in the district.
- F. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of Paragraph E 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.

- G. Authorized deduction of membership dues shall be made from each pay check each month for twenty (20) pays beginning with the second pay check in September and ending in June of each year and the Board agrees to promptly and monthly remit to the Association all monies so deducted, accompanied by a list of aides from whom the deductions have been made.
- H. The Board shall also make payroll deduction upon written authorization from aides for deductions as listed in Appendix C or any other plans or programs jointly approved by the Association and the Board.
- I. The Board will use its best efforts to make the aforesaid deductions in the manner set forth, but assumes no responsibility for any errors in making such deduction other than to correct such errors. In the event of overpayment the Association agrees to properly refund such monies as soon as practical.
  - 1. The Association assumes full responsibility for the validity and legality of such employee's deductions as are made by the Board pursuant to this Section and agrees to indemnify and save the Board harmless by virtue of such collections and payments to the Association.
  - 2. The Association shall indemnify and save the Board harmless against any and all claims, demands, suits or other form of liability that shall arise out of or by reason of action taken by the Board in reliance upon claims made by the Association that an employee must be discharged because he is not a member in good standing.



ARTICLE II

ASSOCIATION RIGHTS

- A. Upon proper application the Association and its members shall have the right to use school facilities for meetings upon approval of the Principal of the buildings to be used as long as such meetings do not interfere with regularly or previously scheduled school approved activities and after the normal working day or working period of the aides concerned. 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 or his designee when requested in advance and subject to the previously indicated limitations 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. Costs shall be in accordance with currently existing policy of the Board.
- B. Bulletin board space in each building, and the use of inter office messenger service shall be made available to the Association and its members for Association business, provided that such use does not interfere with or add to normal schedules or operation.
- C. The Association shall have the right to use school building facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, and calculating machines, at reasonable times when such equipment is not otherwise in use after regular school hours. The Association shall be responsible for such equipment and pay for the actual costs of all labor, materials and supplies incident to such use.
- D. 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.

- E. During the school year the Association President is in office she/he will be given one (1) daily work day with pay for Association business.
- F. The private life of an aide is her/his own affair unless her/his conduct should adversely affect her/his relationship with students or the discharge of her/his responsibilities.

### ARTICLE III

#### RIGHTS OF THE BOARD

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right:
  - 1. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees;
  - 2. To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions; and to promote, transfer, and assign all such employees;
  - 3. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teacher aides and

other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

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

#### ARTICLE IV

#### EVALUATION

- A. Professional evaluation of the work of aides shall be accomplished in writing under the following circumstances:
1. Each school year, school principals, their designees, or the immediate professional supervisor of the aide shall submit written evaluations of the performance of each aide under their supervision. They shall consist of a rating and descriptive statement of the aide's performance as indicated on the evaluation form provided.  
(Appendix A)
  2. Evaluations shall be made upon completion of 30 days employment, 90 days employment, and six (6) months employment. Thereafter,

aides will be evaluated in December and May of each year. In preparing this report, the principal shall involve all supervisory personnel working with the aide at the time of the evaluation. Each supervisor shall prepare an independent evaluation of the aide's work. Failure to evaluate as stated shall presume satisfactory in all categories.

3. All evaluations must be discussed with the aide before they are submitted to the Superintendent or his designee and shall bear the signatures of the principal, the aide and the supervisory persons who evaluated the work of the aide. Teacher aides are required to sign the evaluation to indicate that they have seen it. Aides will be provided the opportunity to discuss their evaluation with the supervisor(s) who prepared it. An aide's signature on the evaluation will not necessarily constitute approval, but is merely an indication that the aide is familiar with it.
4. After consultation with the principal, his designee, or other persons in supervisory position in relation to the aide who has been involved in the preparation of the evaluation, the aide will have the right to add remarks, statements, or other information pertinent to the evaluation. Such remarks shall be attached to the original evaluation and shall contain the signature of both the aide and the person(s) preparing the evaluation.
5. Principals or their designee may at any time submit additional reports to the Superintendent, or his designee, concerning the performance of individual aides with the provision that such evaluations are seen and signed by the aide concerned, indicating that she/he is familiar with the contents.



6. A copy of the written evaluation shall be submitted to the aide at the time of such personal interview.
7. The aide shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. He shall have two (2) weeks (ten (10) school days) to submit any written statement in regard to such materials for inclusion in the personnel files.
8. Each aide shall have the right upon request to review the contents of her/his own personnel file. A representative of the Association may, at the aide's written request, accompany the aide in this review. A written statement, for inclusion in the personnel files, may then be made by the aide in regard to materials that were not signed by the aide.
9. The review shall be made in the presence of the Deputy Superintendent for School Operations, 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.
10. In the event of an unsatisfactory evaluation, the aide may request re-evaluation after 30 days.
11. In all cases, the designated Administrator of the Board shall be empowered with the authority to recommend the hiring and/or dismissal of all aides employed or to be employed.

#### ARTICLE V

##### PROFESSIONAL BEHAVIOR

- A. Aides 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 an aide may refuse to carry out an order which threatens physical well-being or safety.

- B. An aide shall be entitled, at his request, to have present a representative of the Association when he is being formally reprimanded or disciplined for any infraction of rules or delinquency in professional performance.
- C. No aide shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such discipline, reprimand, reduction in rank or compensation 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 aide.

#### ARTICLE VI

##### VACANCIES AND TRANSFERS

- A. The Board agrees to post in all appropriate buildings known vacancies in teacher aide positions just prior to the beginning of each semester. It is expressly understood that vacancies occurring during the semester will be filled on a temporary basis until the next scheduled posting. When a new teacher aide position is created in the system; such positions will also be posted following procedure outlined above.
- B. Vacancies or transfers within the bargaining unit shall be made on the basis of the following items:
  - 1. Ability to perform the new job.
  - 2. Record of past performance.
  - 3. Length of service in the district.

- C. Any aide may apply for a posted vacancy.
- D. Teacher aide vacancies will be posted for 7 calendar days before the appointment will be made.
- E. If a teacher aide desires to be transferred to a posted position she/he shall apply in writing to the Jackson Public Schools Personnel Office during the posting period.
- F. If an aide accepts a transfer to a new position which differs in kind from her/his previous assignment a 15 work day trial period shall be appropriate. If such trial period is unsuccessful the aide shall be returned to her/his former assignment.
- G. A letter will be sent to each applicant informing her of the appointment decision.
- H. Aides will be notified of their assignments each year no later than two (2) weeks before the opening day of school, when possible.

## ARTICLE VII

### LEAVES OF ABSENCE

#### A. Sick Leave Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders the employee unable to perform his duties of employment, shall be eligible for sick leave with pay within the limits as set forth below.

1. Sick leave shall be accumulated at the rate of one (1) day per month worked with unlimited accumulation.
2. Each full time employee will become eligible for benefits as follows:



- a. The first day of illness shall be without pay when the employee has exhausted eight (8) days of his leave time in any given school year.
  - b. Pay will not be excluded if the employee is hospitalized on the first day of illness, or
  - c. If the illness extends through six (6) consecutive work days and a doctor's certificate is provided, or
  - d. If the employee is sent home by the appropriate administrative supervisor due to illness.
  - e. Limitations "a" through "d" above will not apply if the employee has eighteen (18) accumulated sick leave days to his credit.
3. A record of accumulated leave hours will be furnished each aide no later than October 15th of each school year.
  4. Sick time will accrue in units of hours on a pro-rated basis.

B. Leaves of Absence With Pay Charged Against Sick Leave Time

1. Leaves of absence with pay charged against sick leave time will be granted for:
  - a. Absence due to illness or non-vocational accident of the aide.
  - b. Absence due to illness or disabling accident of the aide's immediate family (spouse, children, and parents of the aide and spouse, and other members living in the immediate household).
  - c. Attendance at a ceremony where a degree is awarded an aide, for such portion of the day as may be necessary, not to exceed one day.

- d. One day or that part necessary for attendance at a ceremony where a degree is conferred upon a member of the immediate family or household of an aide. This shall be limited to a son, daughter, grandchild, husband or wife.
2. Sick time granted at the rate of one day for each full month worked will accrue to each aide. The Board reserves the right to require medical verification of illness after an absence of five (5) work days or warning.
3. Emergency leave not to exceed one day per year shall be construed to mean time necessary to conduct personal affairs which cannot be handled outside of school (duty) hours. Emergency leave will be charged against accrued sick leave. When application is made for emergency leave the reason for the request must be included. Emergency leaves must have the approval of the Personnel Office.
4. Personal accident involving workman's compensation. Aides 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 aide, be available to the injured aide during the period he is unable to work as a result of an accident.
  - b. If the aide elects the option, his workman's compensation benefits shall be supplemented by school funds to give the aide equivalent of his regular daily rate of pay.
  - c. The aide'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.

5. That portion of a day necessary for attendance at the funeral service of persons whose relationship to the aide warrants such attendance not to exceed one day.

C. Leaves of Absence With Pay Not Charged Against Sick Leave Time

1. Absence because of death in the immediate family (spouse, children, grandchildren, mother, father, grandparents, brothers and sisters of the employee and spouse) not to exceed three (3) days for each occurrence. Two additional days may be used and charged against accrued sick leave.
2. Absence when called for jury duty. The aide concerned will receive the monetary difference, if any, between their regular wage rate and jury pay.
3. Time to take selective service physical examination.

D. Leaves of Absence Without Pay

1. Leaves of absence without pay for a period not to exceed one year with the concurrence of the Personnel Office, the Principal and/or the Supervisor concerned, may be granted to those aides who have been employed in the Jackson Public Schools for two or more consecutive years under the following circumstances. The Deputy Superintendent for School Operations, or designee, may waive the two (2) year service requirement under exceptional circumstances.
  - a. Personal illness when the request is accompanied by a physician's statement.



- b. Prolonged illness in the immediate family, limited to spouse, children, or parents of the aide or spouse.
  - c. Maternity leave when accompanied by a physician's statement.
  - d. Other reasons than the above when they are judged to be in the best interest of the aide, the educational program and the Jackson Public Schools by the supervisor, the principal concerned, and the Personnel Office.
2. Requests for leaves of absence for periods in excess of 30 days, must state the reasons and meet the other conditions stated in Paragraph A above, and must be submitted in writing to the Personnel Office no less than fifteen calendar days, when possible, prior to the effective date.
  3. Duration of leaves shall be for one year unless otherwise provided and may be extended by the Deputy Superintendent for School Operations, upon request.
  4. Requests for such leaves must be submitted at least one (1) month prior to effective date of the leave. This requirement may be waived by the Deputy Superintendent for School Operations, in exceptional circumstances.

E. Return from Leaves of Absence

1. An aide wishing to return to the Jackson Public Schools after a leave of absence, must request, in writing to the Director of Personnel, such return to work not later than two (2) weeks prior to the termination of her leave.
2. Upon return from a leave of absence an aide will be offered a comparable position based on seniority. The position may not

necessarily be in the same school, building, or facility that she left.

3. Teacher aides will neither accrue nor lose seniority while they are on leave.

## ARTICLE VIII

### GRIEVANCE PROCEDURE

#### A. Intent

The primary purpose of this procedure is to secure in the 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 aide with a grievance, or her supervisor, to discuss the matter informally with an appropriate member of the Administration or Association.

#### B. Definitions

1. A "complaint" is a verbal claim based upon an alleged violation of any of the provisions of the Agreement or any subsequent Agreement entered into pursuant to this Agreement.
2. A "grievance" is a complaint which has not been resolved and which has been reduced to writing.
3. The "aggrieved person" is the person, persons, or the Association authorizing the grievance.

#### 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 supervisor to communicate his decision within the specified time limit, shall permit the teacher aide to proceed to the next level.
3. 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, in writing.

D. Procedure

1. Level One

A teacher aide with a complaint shall discuss it within seven (7) work days of the event or occurrence which is its basis with her supervisor in an attempt to reach a satisfactory solution. Either party may involve their representatives in this discussion in order to affect an equitable solution.

2. Level Two

If the teacher aide is not satisfied with the disposition of her complaint, she may within then next seven (7) work days file a grievance and arrange for a meeting of herself and her Association representative with the principal to again seek a satisfactory solution. Within seven (7) work days from receipt of the grievance by the principal he shall render a decision in writing.

3. Level Three

If the teacher aide is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within

seven (7) work days after presentation of the grievance, she may file the grievance within seven (7) work days with the grievance committee. Within fourteen (14) work 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 aide may continue to process her claim without Association support. If the committee decides there is a legitimate grievance, it shall immediately process the claim with the Superintendent of Schools. Within seven (7) work days from the receipt of the grievance by him, he shall render a decision in writing to the grievance committee.

4. Level Four

In the event the problem is not satisfactorily settled, the grievance committee will meet with the Board of Education at the next meeting scheduled seven (7) work days or more after disposition at Level Three.

5. Level Five

Any unresolved grievance processed to the last step of the grievance procedure may be submitted to arbitration in strict accordance with the following:

- a. The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in



the grievance procedure immediately prior to arbitration, and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

- b. Within fifteen (15) calendar days after notice of intent to arbitrate is given, the Board and the Association shall agree upon an arbitrator by using the following method. The Association and the Board shall agree on five (5) names. Each side shall then have the right to strike two (2) names. The first side to strike shall be decided by the flip of a coin. In the event the parties cannot agree upon a name, a list will be submitted by the American Arbitration Association.
- c. The arbitrator shall have no power to establish a new rate or to change the existing wage rate structure, or establish new jobs, or change existing job content, or to establish work standards.
- d. The arbitrator shall limit his decision strictly to the interpretation, application or enforcement of the provision of this Agreement, and he shall be without power and authority to make any decision; (1) contrary to, or inconsistent with or modifying or varying in anyway, the terms of this Agreement, or (2) granting any right or relief for any period of time whatsoever prior to the execution of this Agreement.
- e. The decision of the arbitrator in a case shall not require a retroactive wage adjustment in another case.
- f. The arbitrator's decision shall be final and binding on the

Association, all employees covered by this Agreement, and on the Board.

- g. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.
- h. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for and pay the expenses of witnesses who are called by them. Pay for lost time for any employees other than the aggrieved shall not apply to their participation in arbitration cases.

E. Rights to Representation

All parties of interest shall be present and may be represented by another person at all meetings and hearings at any level of the Grievance Procedure. In no event shall any teacher aide be represented by an officer, agent, or representative of any organization in conflict or competition with the Association. Provided further, when a teacher aide is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

F. Appeal of Discharge

Should a discharged employee consider the discharge to be improper, a complaint shall be presented in writing, through the Association President to the Deputy Superintendent for School Operations within three (3) regularly scheduled working days of the discharge. The Deputy Superintendent

for School Operations will review the discharge and give his answer within five (5) regularly scheduled working days after receiving the complaint. If the decision is not satisfactory to the Employee and the Association, the matter shall be referred to Level Four of the grievance procedure.

G. Miscellaneous

1. A grievance may be withdrawn at any level 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 available information necessary to the determination and processing of any grievance shall be furnished upon request to all parties involved in said grievance.
4. All documents, communications and records dealing with a grievance shall be filed separately from the files of the participants.
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 IX

WORKING CONDITIONS

A. Lunch Period

Aides shall be guaranteed a duty free uninterrupted lunch period of not less than thirty (30) minutes unless the school principal and the aide agree on a longer period of time.

B. Rest Period

The aides will be provided with a fifteen (15) minute rest period as near as possible to the middle of each three (3) hour uninterrupted work period.

C. Snow Days

When the buses do not run because of weather conditions or when schools are dismissed due to weather conditions, teacher aides shall not be required to be on duty. Loss of wages shall not be incurred.

D. Non-Unit Assignments

The Board agrees to pay aides the appropriate difference in hourly rates for hours worked at a non-unit assignment provided such difference is ten cents (10¢) per hour or more for all work normally performed by other bargaining units or cafeteria workers. Aides may perform child supervisory duties in the lunchroom program or perform clerical duties for teachers provided such duties are not normally the responsibility of a school secretary. The difference in pay, if any, will be paid on the last pay of the school year. If aides are asked to do work normally performed by cafeteria workers or non J.T.A.A. bargaining unit, it will be with the joint agreement of the aide and the school principal. If such an agreement is not possible, the assignment of such cafeteria work will be to the junior aide assigned to the building.

E. Work Day

To be determined by the principal of the school using the aide. Insofar as possible, aides will be assigned to six (6) hour work days. Where positions of less than six (6) hours are necessary, priority will be given



to senior aides for the six (6) hour day.

ARTICLE X

COMPENSATION

- A. The salaries of teacher aides, as covered in this Agreement, shall be set forth in Appendix B.
- B. Fringe Benefits
  - 1. Full family hospitalization.
  - 2. \$2,000 life insurance - double indemnity.
  - 3. Teacher aides working for a minimum of fifteen (15) hours per week shall be provided coverage as stated above.
- C. All wage increments are automatic.
- D. The Board may require teacher aide participation in In-Service training programs and faculty meetings. Compensation will be made at the aide's regular hourly rate of pay for the time involved.
- E. Holidays

Aides will be paid for Labor Day, Thanksgiving Day and Memorial Day, provided the aide worked the last work day prior to and the first work day after the holiday. Aides will also be paid for special holidays as designated by the Board of Education.

ARTICLE XI

MISCELLANEOUS PROVISIONS

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, only through the voluntary, mutual consent

of the parties in written and signed amendment to this Agreement.

- B. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- C. Copies of this Agreement entitled "Agreement Between the Jackson Public Schools and the Jackson Teacher Aide Association" shall be prepared as soon as possible after signing.
- D. Copies of the contract shall be provided for all aides and a copy shall be sent to each new aide with their letter of appointment.
- E. The cost of all physical and mental examinations will be borne by the Board, when requested by the Board for any purpose. The Board reserves the right of selection of the physician or agency performing the service. The cost of physical examinations required by law or State regulations shall be borne by the aide.
- F. Yearly passes covering all athletic events shall be made available to aides from the high school of their choice. A written request along with \$1.00 per pass shall be sent to the high school athletic director within two (2) weeks after the start of school. Such passes cover one (1) person only and are not transferable.
- G. Para-Professional Council
  - 1. A joint committee representing the Association and the Board shall meet upon written request of either party for the purpose of reviewing the administration of this Agreement, to resolve problems that may result from this Agreement or other items of concern to the J.T.A.A. or the Board.

2. The committee shall be composed of up to four (4) representatives each, of the Board and the J.T.A.A.
3. Each party shall submit to the other, at least one (1) week in advance, when possible, an agenda covering what they wish to discuss.
4. Should such a meeting result in a mutually acceptable amendment to this Agreement, then the amendment shall be subject to ratification by the Board and the J.T.A.A. The Para-Professional Council shall be empowered to effect relief to resolve special problems pending ratification.

## ARTICLE XII

### PROTECTION OF AIDES

- A. Any case of criminal assault upon an aide shall be promptly reported to the police by the Board or its designee. The Board shall provide legal advice to acquaint the aide with her rights and obligations with respect to such assault.
- B. Time lost by an aide in connection with any incident related to "A" above shall not be charged against the aide unless negligence is proved.
- C. Any complaints by a parent of a student directed toward an aide shall be promptly called to the aide's attention. If such complaint is to be made a part of the aide's personnel file or a matter of other written record, the aide may submit a written statement to be attached to and filed with, the original complaint.
- D. The Board will reimburse the aide for loss, damage or destruction of the following which is not the result of negligence on the part of the aide:

1. Clothing excluding hose, gloves and shoes, while on school business, not to exceed \$25.00.
  2. Personal property which was used on school premises, when such property is needed or used in the normal work of the aide, not to exceed \$75.00.
  3. Automobile while on school business or while on school premises as a result of school business, to cover that portion of the loss or damage not to exceed \$100.00. Tape decks are excluded from coverage under this article.
  4. When parked on the street during official duty hours because no off street parking is made available by the Board.
- E. When no other person of authority is present or readily available, aides may use such physical force on the person of a pupil as is necessary to prevent a pupil from injuring himself/herself or others, or to prevent damage to school property and for no other purpose.

#### ARTICLE XIII

##### SENIORITY AND LOSS OF SENIORITY

- A. Seniority will be based on the last date of hire as a teacher aide. Aides who resign of their own accord and are subsequently rehired shall start at step 1 of the appropriate pay rate.
- B. No aides currently employed who have been granted service credit for duties in the Jackson Public Schools, other than that of teacher aides, will lose such credit as a result of this paragraph.
- C. An employee shall lose her/his seniority for the following reasons:
  1. She quits.



2. She is discharged.
3. She is absent for three (3) consecutive working days without notifying the employer. After such absence, the employer will notify the employee by letter at his last known address that his employment has been terminated.
4. If she does not return to work when recalled from a lay-off as set forth in the recall procedure.
5. In the event of a lay-off, employees will be dropped from the seniority list when lay-off exceeds length of seniority or after one (1) year whichever is greater.
6. Retirement.

#### ARTICLE XIV

##### LAY-OFF AND RECALL

- A. In reducing the teacher aide work force, employees with the least seniority will be laid off first. Recall of work force will be in reverse order of lay-off.
- B. When the work force is increased after lay-off, employees will be recalled in accordance with seniority.
- C. When recalling laid off employees, the following steps shall be followed:
  1. The employee to be recalled will be telephoned.
  2. A registered letter shall be sent to the last known address of the employee and a copy of the letter sent to the Association President.
  3. If an employee fails to report to work within five (5) days from the receipt of notice, he shall be considered a quit.
  4. The employee is obligated to notify the Administration of any change

of address.

ARTICLE XV

DURATION OF THIS AGREEMENT

This Agreement shall be effective as of September 1, 1973, and shall continue in effect until the thirty-first (31st) day of August, 1974. 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 representative.

JACKSON TEACHER AIDE ASSOCIATION  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN

THE BOARD OF EDUCATION  
THE JACKSON PUBLIC SCHOOLS  
JACKSON, MICHIGAN

BY \_\_\_\_\_

Barbara Stadel  
President

BY \_\_\_\_\_

John H. Schomer  
President

BY \_\_\_\_\_

Jeanne Ziegler  
Secretary

BY \_\_\_\_\_

Robert D. Craft  
Secretary

APPENDIX A  
TEACHER AIDE  
WORK EVALUATION

Name of Aide \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

Name of Evaluating Administrator \_\_\_\_\_

RATING SYSTEM - In the space provided, write the number which best describes this person's performance according to the following system:

- |   |  |
|---|--|
| 1. OUTSTANDING - Shows ability to to surpass expectations | 4. IS IMPROVING - (self-explanatory)         |
| 2. VERY GOOD - Exceeds requirements of position           | 5. POOR - Needs improvement (please explain) |
| 3. AVERAGE - Meets requirements of position               | N.A. DOES NOT APPLY TO THIS AIDE             |

DESCRIPTIVE ITEM	NUMERICAL RATING	COMMENTS
I. The degree that the Aide is achieving the work expected of her in terms of quality, quantity, neatness and accuracy.		
II. The degree that the Aide's personality, poise, habits, conduct, and character meet the requirements of the job.		
III. The degree of flexibility and ability to meet changing assignments.		
IV. The degree that the Aide possesses the basic skill required on the job.		
V. The degree that the Aide is willing to take advantage of opportunities for self improvement.		
VI. The degree that the Aide relates and establishes rapport with students of various backgrounds.		
VII. The degree that the aide relates to teachers, principals and other adults in the building.		
TOTAL		

The work evaluation average for this Aide is \_\_\_\_\_

I consider his/her work to be \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of immediate Supervisor

Recommendation by Principal

I recommend that this Teacher Aide be retained for further employment.

\_\_\_\_\_  
Yes

\_\_\_\_\_  
No

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal or other Administrator

This report has been reviewed by me.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Teacher Aide

COMMENTS:



APPENDIX B

<u>Grade</u>	<u>Pay Basis</u>	<u>BASE ANNUAL AND HOURLY RATES</u>					<u>LONGEVITY RATES</u>	
		<u>Minimum Rate First Year</u>	<u>Intermediate Next Year</u>	<u>Rates Next Year</u>	<u>Next Year</u>	<u>Maximum Rate After Five Years</u>	<u>8 Yrs. Total Service and 1 Year at Max. Rate</u>	<u>15 Yrs. Total Service and 1 Year at 1st. Long. Rate</u>
1*	Hourly	2.67	2.77	2.89	3.00	3.13	3.25	3.40
2**	Hourly	2.77	2.89	3.00	3.13	3.25	3.40	3.54
3***	Hourly	2.89	3.00	3.13	3.25	3.40	3.52	3.68

\* High School Graduate.

\*\* High School Plus 15 Academic Hours from an Accredited College.

\*\*\* High School Plus 30 Academic Hours from an Accredited College.