

Jefferson

PROFESSIONAL NEGOTIATIONS AGREEMENT
BETWEEN
THE JEFFERSON BOARD OF EDUCATION
AND
THE JEFFERSON EDUCATION ASSOCIATION
MEA - NEA

December 1, 1972 - August 31, 1973

Michigan State University
LABOR AND INDUSTRIAL
RELATIONS LIBRARY

*Jefferson Schools
5102 N. Stony Creek Road
Monroe, Michigan 48161*

JEFFERSON EDUCATION ASSOCIATION

AGREEMENT, 1972-1973

This agreement entered into this 1st day of December, 1972, by and between the School District of Jefferson, the County of Monroe, Michigan, hereinafter called the "Board" and the Jefferson Education Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the children of Jefferson Schools 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 has a statutory obligation, pursuant to the Public Employment Relations Act, Act 379 of the Michigan Public Act 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 have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

Recognition

A. The Board hereby recognizes the Association as the exclusive and sole bargaining representative for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, excluding: Superintendent, Assistant Superintendents, Principals, Assistant Principals, Business Manager, Director of School and Community Relations, Director of Vocational Education and supervisors within the meaning of the Public Employment Relations Act. (Section 2, Act 379). The term "teacher", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined, and references to male teachers shall include female teachers.

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

C. The Association represents a probationary teacher in matters of wages, hours, working conditions and reprimand or transfer for Associations activities.

ARTICLE II

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, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and Constitution of the State of Michigan, and of the United States provided that such rights and responsibilities shall be exercised by the Board in conformity with the provisions of this Agreement, including the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees during the school day;
2. To hire all employees, subject to the provisions of the law, to determine their qualifications and the conditions of their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. To establish grades and approve courses for instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the organization of the school for instruction, the final selection of textbooks and other teaching materials, and the selection and use of teaching aids.

5. ~~To determine class schedules, the hours of instruction,~~
and the duties, responsibilities and assignment of teachers
and other employees with respect to administrative and non-
teaching activities, and the terms and conditions of employ-
ment within the frame-work of this agreement.

The exercise of the foregoing powers, rights, authority, duties and
responsibilities by the Board, the adoption of policies, rules,
regulations and practices in futherance thereof, and the use of judge-
ment and discretion in connection therewith shall be limited only by
the specific and express terms of this agreement and then only to the
extent such specific and express terms hereof are in conformance with
the Constitution and laws of the State of Michigan and the Constitution
and laws of the United States.

ARTICLE III

Association and Teacher Rights

A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every certified teaching employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitution of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association.

B. It is expressly understood that teachers are endowed with all the rights and protections afforded by the laws, statutes and Constitutions of the State of Michigan and the United States. Further, realizing their duty to the teaching profession, teachers will conduct themselves, both in their classrooms and communities, in accordance with the Code of Ethics of the Education Profession.

C. The Association and its representatives shall have the right to use a school building with the approval of the building Principal, whose approval shall not be unreasonably withheld, and outside the normal school day for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor.

D. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the regular school day, with the knowledge of the principal, provided this shall not interfere with or interrupt the normal school operation. The Principal will ascertain the availability of the staff members and assign a room where the conference may be held.

E. The Association shall have the right to use the following school equipment: typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.

F. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided in each school building. The Association may use the district mail service and teacher mail boxes for communications to teachers. No teacher shall be prevented from wearing reasonable insignia, pins or other identification of membership in the Association or any other organization.

G. The Board agrees to furnish to the Association, in response to reasonable request, information concerning the financial resources of the district, including but not limited to; annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students, together with information which may be necessary for the Association to process any grievance or complaint.

H. The Association shall be advised by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to final adoption.

I. The provisions of this Agreement and the wages, hours, terms and conditions of employment shall be applied in a manner which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, marital status.

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

K. The Topic Agenda for all Board meetings will be sent to the Association President at least two days prior to the meeting date.

ARTICLE IV

Membership, Fees and Payroll Deduction

A. Teachers shall, prior to September 7th, 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 shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of a given year.

B. It is recognized that the proper negotiation and administration of collective bargaining agreements entail expense which is appropriately shared by all teachers who are beneficiaries of such agreements. To this end, in the event a teacher shall not join the Association and execute an authorization for dues deduction, such teacher shall, as a condition of continued employment by the Board, execute an authorization for the deduction of a sum equivalent to the dues and assessments of the Association (including the MEA and NEA). In the event that such an authorization is not signed for a period of thirty days following the commencement of employment of the teacher, the Board agrees that in order to effectuate the purposes of the Public Employment Relations Act and this Agreement, the services of such teacher shall be discontinued as of the end of the current school year. Such teacher or teachers shall be notified of the termination of their services immediately upon the expiration of the thirty (30) day period heretofore mentioned. However, if at the end of the school year the teacher or teachers receiving the termination notice shall then be engaged in pursuing any legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a

final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

C. In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph B, and it is necessary for the Board to defend its position and to engage legal counsel, and to incur other expenses in so doing, the Association agrees to pay the expenses and/or liabilities incurred by the Board.

D. Those teachers who have filed authorization with the Board Office for dues deduction shall have a deduction from their regular checks of an amount equal to \$7.00 per pay beginning with the first pay in October for 20 pays. The 20th. pay deduction will be adjusted to complete the full pay for the amount of dues for NEA, MEA, and JEA. The total deducted each pay shall be sent to the JEA treasurer, no later than the 5th. day following the end of the pay period.

Deductions for teachers employed at the beginning of the second semester shall have deducted \$7.00 per pay beginning with the first of February check ending with the last pay in June.

E. Authorization for dues deduction shall be submitted to the Board Office on the form set forth in annexed Schedule D.

F. The Board shall also make payroll deduction upon written authorization from teachers for annuities, savings, bonds, charitable contributions and other Board authorized deductions. All payroll deductions programs must be approved by the Board with written authorization of the teacher.

ARTICLE V

Teaching Hours and Class Load

A. The teacher shall be in the classroom fifteen (15) minutes before the opening of the students' regular school program. The teachers' hours for all elementary grades K-6 will be seven (7) hours. The teachers' hours for the secondary school (7-12) on split sessions will be six (6) hours and forty-five (45) minutes for assignments in the morning, afternoon or a combination of A.M., P.M. assignments. Teachers are encouraged to remain for a sufficient time after the close of the student's day to attend to those matters which properly require attention at the end of the school day including the consultation with parents.

B. The normal daily teaching load in the school system shall not exceed five and three-quarters (5 3/4) hours of pupil contact. Pupil contact is actual classroom teaching time, including passing of classes. Assignment to a supervised study period shall be considered pupil contact for the purposes of this article. An effort shall be made by the administration to equalize before and after school teacher responsibility time.

C. All elementary teachers shall be entitled to a duty-free uninterrupted lunch period, but in no event less than thirty (30) minutes. Secondary teachers on split sessions will have a scheduled fifteen (15) minutes' lunch period to be reviewed for satisfaction at the end of the first semester by the administrators of the school and officers of the JEA for recommendations to the Superintendent for further action as necessary.

D. Elementary teachers in grades 1-6 will be provided two ^{/(2)} fifteen (15) minute recess periods per day for preparation. In addition, elementary teachers may use for preparation the time during which the entire class is receiving instruction from various teaching specialists.

E. Teachers of music, art and the laboratory sciences, librarians, speech therapists, reading consultants, visiting teachers and counselors shall be provided with relief and preparation time to the same extent as other teachers.

F. Any departure from these norms shall be made subject to the Grievance Procedure hereinafter set forth.

G. When authorized demands are made for attendance at staff conferences, parent-teacher conferences, PTO meetings, and similar duties which demands can readily become excessive; it is agreed that if such out of regular school hours activities shall exceed 18 hours, that until all other building staff members shall have been assigned hours of duty so that all may have used up 18 hours, then the remainder of the 36 hours per semester may be assigned; The Board will pay the teacher at the agreed upon "Master Contract" hourly-rate.

Dance supervision, carnival activities, homecoming activities, supervision and duties with after school athletic contests, and the like shall be considered within the 36 hours. These activities shall be properly and equitably assigned by the administration. These hours shall not include such time spent in attendance at staff requested state meetings, volunteer hours for excursions, and extension of time for club activities. It is expected that this section will be in no way discourage the outside school hours activities which teachers may sponsor or assist students with their plans and ideas.

H. All teachers will be required to attend after or before school building meetings at least once each month, not exceeding one (1) hour per meeting. Grade and department meetings will also be required as the need is determined, but shall not exceed one(1) hour per meeting.

ARTICLE VI

Special Student Program

A. The parties recognize that children having special physical, mental and emotional problems may require specialized classroom experience and that their presence in regular classrooms may interfere with the normal instructional program and place extraordinary and unfair demands upon the teacher. Special attention will be given to reducing class size where special students are placed in a regular classroom.

B. School psychologists and social workers will be employed by the Intermediate District and assigned to our school. A "Learning Disabilities" room will be staffed by our school with the understanding that this room will replace one of our Type A rooms. This room will be supported by consultants from the Intermediate School District.

C. The Board of Education will cooperate with the recommendation of the Administration in referring emotionally disturbed students to the Monroe County Mental Health Clinic for the purpose of diagnosis and/or (therapy) if recommended by the clinic. The exclusion of students is the Board's responsibility if there is a refusal on the part of parents to use the clinic.

ARTICLE VII

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 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 educational program, the parties agree that class sizes should be lowered whenever possible. The Board agrees to review class sizes and when there is an excess over acceptable standards, efforts will be made to reduce such class sizes to a manageable number if resources, space and staff are available. (As a guide, reference is made to the "Administrative Study and Suggestions for Improvement in the Elementary School, June 14, 1968".)
- B. The Board will direct its efforts at all times toward keeping the schools reasonably equipped and maintained. The parties will confer from time to time for the purpose of improving the selection and use of such educational tools.
- C. The Board shall provide a budget item to continue a teacher reference library in each school in the district which shall include professional books and periodicals and sample texts which have been requested by building staff members and requisitioned and purchased through the regular channels. During the life of this contract the budget shall be: Elementary - \$150.00, Junior High - \$100.00, Senior High - \$100.00.

The association will appoint a teacher in each school to control and be responsible for all materials assigned to the reference library and file with the Principal at the close of the school year a detailed inventory of materials.

D. The Board agrees to make available to each school adequate typing and duplicating facilities.

E. The Board shall provide:

1. A separate desk for each teacher in the district.
2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
3. Chalkboard space in every classroom.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he is to teach.
5. A dictionary in every classroom.
6. Storage space in each classroom for instructional materials.
7. Attendance books, chalk, erasers and other such material required in daily teaching responsibility.
8. Gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers and shop coats for industrial arts teachers shall be purchased by the Board of Education as follows:

One uniform for each physical education teacher.

Two smocks for each art and home economics teacher.

Two laboratory coats for each science teacher.

Two shop coats for each industrial arts teacher.

The cost of each uniform shall be determined by the Superintendent of Schools. Laundering and minor repairs shall be the teachers responsibility.

Replacement of the uniform shall be determined by the building principal.

The original requisition for the protective clothing and any replacement shall be made through the regular department budget approved by the building principal.

9. Additional protective or safety equipment for a teacher as required by the State will also be provided after approval by the Superintendent.
- F. The Board agrees to engage teacher aides as conditions require. (As a guide, reference is made to the "Administrative Study and Suggestion for Improvement in the Elementary Schools" June 14, 1968).
- G. Under no conditions shall a teacher be required to drive a school bus as part of his regular assignment.
- H. The Board of Education shall make available when possible in each school adequate lunchroom, restroom and lavatory facilities exclusively for teacher use and at least one room, appropriately furnished, which shall be reserved for use as a faculty lounge in which smoking shall be permitted. Provision for such facilities will be made in all future buildings.
- I. Telephone facilities shall be made available to teachers, providing that personal calls that require fees are paid at the Board office.
- J. In schools having twenty-five (25) or more teachers, vending machines may be installed in teacher workrooms and/or lunchrooms. The teaching staff of such schools having these vending machines will finance, maintain, and operate the machines as well as determine the purpose for which the profits will be used.
- K. Off street parking facilities shall be provided, and maintained for teacher use.
- L. Mail service will be provided to all main school buildings daily, i.e., Hurd, Junior High and High School. Mail service to all other buildings will be provided at least twice each week.

ARTICLE VIII

Positions of Responsibility

The Board of Education approves the plan of Positions of Responsibility. The number of positions will be determined by the Board of Education. Each teacher will be appointed by the Principal or Principals with the approval of the Superintendent of Schools. The duties of each position will be controlled by the Administration. Each teacher appointed will receive \$400 for the year's work.

A. The following are suggestions for Positions of Responsibility, however, some areas may be consolidated.

High School (9-12)
English
Math
Science
Social Studies

Junior High (5-8)
English
Math
Science
Social Studies

Junior and Senior High School

Business
Guidance
Foreign Language
Industrial Arts
Physical Education
Fine Arts, Practical Arts
(Home Ec., Music, Art)

Each curriculum group shall meet at least once a month on common areas of curriculum. Elementary, junior high and high school shall meet no less than twice each year.

B. A professionally trained elementary person shall be assigned 1/2 the work day to coordinate the elementary curriculum within the elementary school and participate on a system-wide basis to improve the total curriculum and assume other related responsibilities defined by the Superintendent of Schools. The responsibility of the Elementary Coordinator are a part of Board Policy.

ARTICLE IX

Professional Qualifications and Assignments

- A. No new teacher shall be employed by the Board for a regular teaching assignment who does not have a Bachelor's degree from an accredited college or university, and a provisional or permanent certificate unless necessity requires implementation of parts, B, C, and or D.
- B. The employment of teachers whose certification is based on the Michigan full year permit is to be permitted only in cases of absolute necessity or where the teacher has outstanding credentials. No person whose certification is based on the Michigan full year permit shall be employed in a regular full-time position for more than two consecutive years.
- C. A person with a Bachelor's degree who is eligible for the Michigan Substitute Permit shall be employed only in cases of absolute necessity or where the teacher has outstanding credentials. In no event will such a person be employed in a regular full time position for more than two consecutive years.
- D. Persons with less than a Bachelor's degree who are eligible only for the Michigan Substitute Permit shall be employed by the Board on a day to day substitute basis and for no more than ninety days per school year.
- E. Teachers shall not be assigned outside the scope of their teaching certificates and their major or minor field of study except temporarily and for good cause. Temporary shall be defined for purposes of this article as not to extend beyond the current year.

F. All teachers shall be given written notice of their schedules for the forth-coming year no later than the 1st. of June if the budget has been assured. All teachers prior to June 1st. shall present to the Principal a listing of students, in writing, they suggest should not be placed in the same classroom for the following school year. In the event that changes in such schedules are proposed, all teachers affected shall be notified promptly and consulted. In no event will changes in teachers' schedules be made later than the fifteenth day of August preceding the commencement of the school year, unless an emergency situation requires same.

G. Any assignments in addition to the normal teaching schedule during the regular school year, including Adult Education Courses, Driver Education, Extra Duties enumerated in appendix B, and Summer School courses, shall not be obligatory but shall be with the consent of the teacher. Preference in making such assignments shall be given to tenure teachers regularly employed in the district on the basis of total qualifications, including length of service in the Jefferson system.

ARTICLE X

Vacancies, Promotions and Transfers

- A. The Board recognizes that it is desirable in making assignments to consider the best interests of teachers and students. Requests by a teacher for transfer to a different class, building or position shall be made in writing to the Superintendent by April 18th. The application shall set forth the reasons for transfer, the school, grade or position sought, and the applicant's academic qualifications. Such requests shall be renewed once each year to assure active consideration by the Superintendent.
- B. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. Notwithstanding, the Superintendent, using his reasonable judgement, may fill such a staff vacancy from within the present staff or with an outside candidate, whichever serves the best interest of the school district.
- C. In general the Board will consider filling vacancies, including vacancies in supervisory positions and athletic assignments, from within its own teaching staff. Whenever a vacancy arises the Superintendent shall post notices in each building for 10 calendar days of such openings and shall receive and consider applications from interested teachers. Vacancies shall be filled on the basis of experience, competency and qualifications of the applicant, length of service in the district, and other relevant factors.

"Service" in the district, for the purpose of this Agreement, shall mean continuous employment in a school of the district, including substitute service, irrespective of tenure status and shall include all periods when the teacher was on a professional leave of absence.

D. An involuntary transfer will be made only in case of emergency or to prevent undue disruption of the instructional program. The Superintendent shall notify the affected teacher of the reasons for such transfer. If the teacher objects to such transfer for the reasons given, the dispute may be resolved through the professional grievance procedure.

E. Any teacher who shall be transferred to a supervisory or executive position and shall later return to a teacher status shall be restored such rights as he may have had under the Agreement prior to such transfer to supervisory or executive status.

Illness and Disability

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

The unused portion of such allowance shall accumulate to a maximum of 125 school days.

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

C. Absence due to injury incurred in the course of the teacher's employment shall be charged to sick leave until the date that Workman's Compensation begins the weekly pay in lieu of the teacher's contract salary. The teachers accumulated unused sick leave then shall be used to pay the difference of the Workman's Compensation weekly pay and the teacher's regular contract pay until the accumulated sick leave has been depleted. The teacher will then receive the weekly compensation from the insurance carrier until he returns to work or the insurance obligation has been fulfilled according to the State Insurance Commission.

D. If a staff member is consistently tardy reporting to his assignment, a written warning will be given to the teacher for the 1st. and 2nd. offense, the third and subsequent offense per semester shall carry a one hour deduction from salary at the agreed upon "Master Contract hourly rate.

Paid Leaves of AbsenceA. Personal Business Leave:

All teachers are allowed two days per year with full pay as personal business leave accumulation at the rate of one day per semester. Such days are in addition to sick leave. Personal business days are not accumulative beyond two days. Personal business days may be granted to a teacher when the request has been made in writing to the Superintendent through the Principal at least 24 hours in advance. Personal leave shall be allowed to conduct personal affairs which cannot normally be handled outside school hours. The personal leave days shall not be used for non-essential affairs such as recreation or shopping etc.

The granting of such requests will be made in order of approval and limited to five persons for any one school day.

An emergency personal business leave may be granted at the discretion of the Superintendent. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.

The Superintendent may grant request for two additional days chargeable to sick leave if there appears to be a necessity. Such a request shall originate with the Building Principal.

Violation of the intent of this article is subject to deduction of salary.

B. Judicial Leave:

A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.

C. Deaths:

The death of a member of the immediate family, namely father, mother, wife, husband, sister, brother or child of the family shall allow a leave up to five (5) days, chargeable to sick leave.

A teacher may charge to sick leave the actual time required to attend a funeral of a relative other than the immediate family or a close friend.

D. Family Illness

Absence because of illness in the immediate family may use sick leave for a limited period of time. The length of the leave shall be left to the discretion of the Superintendent whose decision will be based on the seriousness of the occasion.

E. Miscellaneous

Each case judged on its merit and salary adjustments shall be made as necessary.

ARTICLE XIII

Unpaid Leaves of Absence

A. Military Leave:

A military leave of absence shall be granted to any teacher who shall be inducted or shall enlist for military duty in any branch of the armed forces of the United States. Refer to School Code Act 145 of 1943, as amended Ref. 388, 421 and 422.

B. Association Officers leave:

A leave of absence of up to one (1) year shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave such teacher shall be placed at the same position of the salary schedule as they would have been had they taught in the system during such period. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.

C. Public Office Leave:

A leave of absence shall be granted for a period up to 1 year to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the return from such leave, a teacher shall be placed at the same position on the salary schedule as he would have been had he taught in the district during such period. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.

D. Maternity Leave:

A maternity leave shall be granted for a period of one (1) year in addition to any unfinished year. Request for such a leave shall be at least six (6) months before the expected birth of the child. The teacher shall withdraw from her position not later than ninety (90) days previous to the expected birth or shall stop employment at the end of

the ~~first semester~~ of the school year. In case of compelling medical reasons resulting from the pregnancy, the teacher must remain out of employment for the remainder of the semester and apply for reinstatement.

The obligation of the Board in such circumstances is as follows:

If an employee desires to return, a written statement must be made to the Superintendent of Schools by April 1st: Exceptions may be made by the Board in cases of still birth and miscarriage.

The Board agrees that a tenure teacher returning from such a leave shall be given the same or similar position for which she is qualified as she held prior to the leave, and that such teacher shall be placed on the step of the salary schedule that was left by the teacher. If the teacher has completed a minimum of (5) months teaching during the existing school year, she shall be granted a full increment upon her return.

Failure to return from a maternity leave within a period of three years, commencing on the date of opening of school following the leave shall conclusively be deemed resignation.

E. Adoption Leave:

A teacher adopting a child may receive a similar leave which shall commence upon the entry of an order terminating the rights of natural parents by the Probate Court. A teacher returning from a leave provided in this paragraph shall be placed on that step of the scale that was left by the teacher. The administration shall have been notified at least thirty (30) days in advance of the final adoption and that a request has been made for an adoption.

The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Laws.

F. Return From Leave

The Board agrees that a tenure teacher returning from a health leave shall be given the same or similar position for which he is qualified as such a teacher held prior to the leave of absence and that such teacher shall be placed on the next step of the salary scale if a minimum of five (5) months was taught during the partial year. There will be no change in step if the teacher taught less than five (5) months.

G. Health Leave

If a teacher is in need of a short leave of absence (one to six weeks) due to circumstances of health within his immediate family, the Superintendent may grant the unpaid leave.

H. Education Leave

The Board may grant certified personnel a leave of one (1) year for professional study if the staff member has served at least three (3) years and has tenure status. If twelve (12) semester hours of credit have been earned each six (6) months of the leave, the staff member is eligible for the regular salary increment the following year. The leave is without compensation.

The assignment on the staff when returning, will be made on the basis of qualifications and preparation within the guidelines of the Tenure Law.

ARTICLE XIV

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 and respect for the constitution and the Bill of Rights and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

B. Freedom of individual conscience, association and expression will be encouraged and fairness in procedures will be observed both to safeguard the legitimate interests of the schools and to exhibit by appropriate examples the basic objectives of a democratic society.

ARTICLE XV

Teacher Evaluation

A. The work performance of all teachers shall be the responsibility of the administration and will be evaluated in writing. Probationary teachers shall be evaluated three times during the school year with the following understandings:

1. Evaluations will be completed prior to March 15
2. At least 20 school days between evaluations
3. Allowances will be made for extenuating circumstances or recent hardships on teachers.

Tenure teachers will be evaluated at least once every two years.

B. Evaluation shall be conducted by the teacher's administrator working in the same building or otherwise familiar with the teacher's work, who shall be designated by the Board.

C. Each observation shall be made in person for as near (30) minutes as practical. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address or audio systems or similar surveillance devices shall be strictly prohibited.

D. Two copies of the written evaluation shall be submitted to the teacher at the time of his personal interview or within ten days thereafter; one to be signed and returned to the administration, the other to be retained by the teacher. In the event that the teacher feels his evaluation was incomplete or unjust, he may put his objections in writing and have them attached to the evaluation report to be placed in his personnel file. All evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association.

E. Each teacher shall ~~have the right~~ upon request to review the contents of his own personnel file, excluding employment references. A representative of the Association may, at the teachers request, accompany the teacher in this review.

F. No defamatory material may be placed in a teacher's personnel file without allowing the teacher an opportunity to file a response thereto, and said response shall become a part of said file.

G. No later than March 15 of each probationary year, classroom evaluation reports will be made available to the Superintendent and each of the teachers concerned. If the reports contain any information not previously discussed with the teacher, or made known to the teacher, the probationary teacher shall have the opportunity to submit additional information.

H. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. A teacher shall be notified by an administrator the desire for a conference and the topic of conversation. If the teacher desires an association representative to be present, the time of the conference will allow his presence.

ARTICLE XVI

Professional Behavior

- A. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
- B. The Board recognizes that the Code of Ethic of the Education Profession is considered by the Association and its membership to define acceptable criteria for professional behavior. The Association shall deal with ethical problems in accordance with the terms of such Code of Ethics of the Education Profession.
- C. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association shall provide representation in a timely manner.

ARTICLE XVII

Retirement

Teachers who reach the age of 55 and are eligible to retire under the Michigan Retirement Law will submit to the Board a written notice of intention to retire at least 60 days prior to the date of planned retirement.

A. Continuing contracts, once granted to a teacher by the Board of Education of the Jefferson Schools, shall be in force until a teacher is discharged through the regular procedure as outlined by the Michigan Tenure Act, Act number 4, of the Public Acts of the first extra session of 1937 as amended or until the teacher has reached the age of 65 and qualifies for both Social Security and Teacher Retirement. The continuing contract of any teacher who has reached 65 years of age is cancelled on August 31st. of the opening of the new school year.

B. The Board of Education may employ a teacher on a year to year basis who has reached the age of retirement.

ARTICLE XVIII

Reductions in Personnel and Annexations and Consolidations of Districts

A. To the fullest extent permitted by law, this Agreement shall be binding upon the Board and its successor personnel and upon any school district into which or with which this district shall be merged or combined.

B. In the event this district shall be combined with one or more districts, the Board will use its best efforts to assure continued employment of association members in such consolidated district.

C. Reduction of professional personnel may become a necessity due to the lack of current expected state and local income.

As soon as the Board has official information and can act on the need for reduction of personnel in various departments, grades or professional positions, written notifications will be made in person or by certified mail to the staff members affected.

The order of reduction shall be: Special permit teachers, probationary teachers, then tenure teachers.

The reassignment by the Board of a tenure teacher made necessary by the elimination of a grade level, elimination of a teaching position or area, or by a reduction in staff shall follow the guidelines as follows:

1. Such a teacher will be assigned to a position where he is certified and has shown competency to teach, and will replace a teacher with less years of Jefferson service.

(Jefferson service is that time spent teaching in the Jefferson Schools with any teaching assignment with any type of certificate.)

(When two teachers have the same amount of Jefferson service, the teacher having the most preparation shall be retained.)

2. A teacher who has been replaced under (1) may request the Board for consideration of change of assignment. If he qualifies as to certification, years of service, and experience, the Board will place him in a teaching position.

3. The re-employment of tenure teachers will be according to the State Tenure Act. Each shall be recalled as soon as reasonable.

ARTICLE XIX

Continuity of Operations

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

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

C. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise prevented by the act of God. If the number of "Act of God" days reduce the number of contact days below 181 days, school will be in session on the following days: January 26 and June 8. Records on these days will be completed after or before the school day and to the satisfaction of the Administration.

ARTICLE XX

School Calendar

- A. For the term of this Agreement the school calendar shall be as set forth in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement by the Board and the Association.
- B. At least one day shall be provided at the end of each semester for the completion of teacher records when pupils shall be excused from attendance.
- C. It is desirable to exceed the minimum of one hundred eighty (180) contract days if the proper time is made available for in-service and parent teacher conference days. The calendar will call for one hundred eighty-one (181) contact days or parts therein. The teachers' work year may be up to one hundred eighty-seven (187) days depending on the number of "Act of God" days.

ARTICLE XXI

Professional Compensation

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

B. All experienced teachers newly employed shall be given up to seven (7) years of teaching experience (If the experience is 7 or more years, a teacher will begin on the 7th. step). Teaching credit shall include outside teaching experience for which credit is allowed. (This section is not retroactive to previously employed staff members presently on the staff).

C. Longevity payments as set forth in Schedule.

D. Teachers involved in extra duty assignments set forth in Schedules B-1-2 which are attached to and incorporated in this Agreement shall be compensated in accordance with the provisions of this Article and the annexed Schedules without deviation.

E. Teachers required in the course of their work to drive personal automobiles from one school building to another shall receive a car allowance at the Boards established rate per mile. The same allowance shall be given for the use of personal cars for field trips or other business of the district. However, the Board discourages use of Personal automobiles for field trips and transportation of students. It is expressly understood that this does not constitute the leasing of the teacher's vehicle.

F. If a teacher shall teach more than the normal teaching load as set forth in this article and is assigned an additional class, he shall receive additional compensation at the rate 1/12 of the base contract salary for senior or junior high per semester.

G. The "Master Contract" hourly rate for the teacher for additional hours of work shall be payable at the rate of \$6.25. All hourly assignments must be authorized by the administration.

H. Hourly substitutes for secondary assignments will be assigned by the Administrator. Hourly substitutes will be assigned to an opening if the teacher has an open period and is willing to assume the extra load. If more than one teacher is available for duty during the period in question the willingness and equitable distribution of the load will be considered. The rate per hour will be that stated in the Master Contract for hourly pay.

The elementary teacher will be paid according to the following schedule: 1/2 hour or less classes, \$4.00; over 1/2 hour classes, \$6.25. No additional compensation will be paid for classes that need to be split on a temporary basis.

ARTICLE XXII

Special Teaching Assignments

A. Assignments for the Adult Education and Summer School Programs will be made by the Board on the basis of preference to teachers possessing permanent teaching certificates regularly employed during the normal school year. No teacher shall be required to work a split shift or to teach less than three hours in any Summer School Program. Teachers shall be compensated for teaching in any such programs at not less than the rate negotiated by the Board of Education, the Association.

B. The Board agrees to maintain an adequate list of substitute teachers contingent upon the availability of such persons. Teachers shall be informed of a telephone number they may call one hour before the teaching assignment begins. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher.

In cases where the principal is not notified by the agreed time, the first and second offenses per semester shall receive written warnings, the third and subsequent offenses per semester shall carry a one hour deduction from salary at the agreed upon "Master Contract" hourly rate.

C. 1. Qualified Driver's Education teachers will be paid at the rate of Thirty-two Dollars (\$32.00) per student for those students completing six (6) hours behind the wheel training and the related classroom instruction. No payment to be made if students have not completed three (3) hours behind the wheel instructions.

2. Driver Education cars shall be furnished by the school district, maintenance and insurance of these vehicles will be borne by the district.

3. The Driver Education cars will be kept at a location specified by the school administration (Superintendent), and will not be used for personal reasons.

4. Classroom space will be provided for the use of Driver Education students. Rooms will include adequate storage space and equipment.

ARTICLE XXIII

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. The Board further recognizes that the teacher may not fairly be expected to assume the role of warden or custodian for emotionally disturbed students nor to be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take reasonable steps to utilize such professional personnel as are available.
- B. It is recognized that discipline problems are less likely to occur in classes which are well taught and where a high level of student interest is maintained. It is likewise recognized that when discipline problems occur, they may most constructively be dealt with by encouragement, praise and emphasis upon the child's desirable characteristics.
- C. A teacher may send a pupil to the principal of the building when the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases the teacher will furnish the principal, as promptly as his teaching obligations will allow, full particulars of the incident.

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

E. Any case of assault upon a teacher during the course of school business shall be promptly reported to the principal or his designated representative. Upon request of the teacher the Board's legal counsel shall advise the teacher of his right and obligations with respect to such assault, and shall render all reasonable assistance to the teacher in connection with handling of the incident by law enforcement and judicial authorities.

F. Time lost by a teacher during litigation under the conditions of this article shall not be charged against the teacher. In the event the teacher is found to be at fault in provoking an assault, such time shall be charged against the teacher and the cost to the Board retrievable.

ARTICLE XXIV

Group Insurance Protection

A. The Board of Education shall provide to each contracted full time teacher:

1. Full Major Medical health care coverage for the teacher and his dependents including basic hospitalization and major medical protection.

B. The Board shall make payment of insurance premiums for each full time teacher to assure insurance coverage for the full twelve month period commencing October 1st and ending September 30th, when necessary, premiums in behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

If a teacher is on an unpaid leave, any part of the school year, the school will carry the insurance for 30 days and the teacher shall then assume the responsibility from that day to the one returning. The insurance coverage will stop 30 days after a teacher leaves the system for any reason.

C. Each half time, contracted teacher shall be provided individual basic hospital and medical protection.

D. The Board shall choose an adequate carrier subject to the review by the Association.

E. Payroll deductions will be made available for Board approved Tax Sheltered Annuities.

F. A committee is hereby established to study the feasibility of an improved insurance program for the teachers of the district. The committee shall study improvements in the health insurance field and the other coverages that the committee may wish to consider.

This committee shall be composed of three (3) members selected by the Association and three (3) members selected by the Board. The selection shall be made within 30 days of ratification of this agreement. The committee is empowered to select a seventh member at its option.

This committee shall complete its work and report its recommendation and/or findings to the negotiating teams of both parties in joint session not later than April 1, 1973.

ARTICLE XXV

Professional Grievance Procedure

- A. A grievance is a complaint submitted as a grievance involving the work situation, or that there has been a deviation from, or a misinterpretation or misapplication of a practice, or that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. The grievance procedure shall not apply to the discharge or demotion of a tenure teacher. The Association recognizes that the Tenure Act provides an adequate remedy therefore.
- B. If an individual teacher has a personal complaint which he desires to discuss with his principal, he is free to do so without recourse to the grievance procedure.
- C. The grievant may invoke the formal grievance procedure within seven school days of the alleged infraction on the form set forth in annexed Schedule C, signed by the grievant and a representative of the Association, which form shall be available from the Association representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor, who shall sign a receipt for said grievance. If the grievance involves policy the Association may file with the Superintendent of Schools.
- D. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with an Association representative in an effort to resolve the grievance. The Principal or supervisor shall indicate his disposition of the grievance in writing within (3) three school days of such meeting, and shall furnish a copy thereof to the grievant and Association.
- E. Any grievance that either (1) is not processed further or (2) disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Board, the employee or employees involved, and the Association and its members.
- F. If the grievance is not satisfactorily resolved by the preceding disposition, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Superintendent by the Association. Within (5) five school days, the Superintendent or his designee shall meet with an Association representative on the grievance and shall indicate his disposition of the grievance in writing within (3) three school days of such meeting, and shall furnish a copy thereof to the Association.
- G. If the grievance is not satisfactorily resolved by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the Secretary or other designee of the Board. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in executive session, or give such other consideration as it shall deem appropriate.

Disposition of the grievance in writing by the Board shall be made no later than seven (7) school days thereafter. A copy of such disposition shall be furnished to the Association.

H. If the grievance is not satisfactorily resolved by the Board, or if no disposition has been made within the period provided, the grievance may be submitted to a local committee of three (3) - one person chosen by the Association, one person chosen by the Board of Education and one person agreed upon by the other two appointed. The Board and the Association shall not be permitted to rely on any evidence not previously disclosed to the other party. The Committee of three shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the decision of this committee. Disposition of the grievance by the local committee shall be made no later than thirty (30) days thereafter.

I. If the grievance cannot be satisfactorily resolved by the local committee, or if no disposition has been made within the period provided, the grievance may be submitted to State Labor Mediation Board. The Board and the Association shall not be permitted to assert in such proceeding any ground or to rely on any evidence not previously disclosed to the other party. Both parties agree to be guided by the award of the State Labor Mediation Board and agree that judgement thereon may be entered in any court of competent jurisdiction.

J. The fees and expenses of these procedures shall be shared equally by the parties.

K. If any teacher for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of all professional compensation lost. If he shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to him.

L. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

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

ARTICLE XXVI

Negotiation Procedures

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 a written and signed amendment to this agreement.

B. Prior to April 1st of the Agreement, upon request of either party, negotiations shall be undertaken for an agreement covering the ensuing school year. All efforts shall be made to end negotiations by July 1st.

C. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and approval by the Board of Education, the parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations.

ARTICLE XXVII

HEALTH

A. Medical Exams

(1) For the protection of children, the Board of Education shall require of each teacher a yearly health statement from a physician authorized to practice medicine in the State of Michigan. A school physician shall be designated by the Board and his services may be used without cost to the teacher. This health statement must be filed in the office of the Superintendent not later than September 1 for newly employed personnel, and October 1 for returning personnel. In addition, the employee shall submit a report of a negative T.B. Test within six months of initial employment. Thereafter a T.B. Test shall be required annually, as arranged with the County Health Department and at no expense to the individual. Teachers shall have the option of securing the test elsewhere at their own expense.

(2) In the event either party be dissatisfied with the results of examination, the results of a clinical service of any recognized hospital shall supersede those of the original physician, the protesting party bearing the expense of the examination.

(3) Probationary teachers shall submit the same examination.

B. Illness and Injury

(1) A teacher who is not able to return to duty on Monday following a one week's illness or injury shall present a certificate of ableness to the principal upon his return to work if requested. This certificate shall be made out by a physician authorized to practice medicine under the laws of the State of Michigan.

(2) A teacher who has been absent because of a nervous disorder must present a satisfactory report from a physician authorized to practice medicine in the State of Michigan. In addition, under these circumstances, a medical report from the school district's designated physician may be required.

(3) The Board of Education shall have the right to demand a clinical examination either physical or mental or both, at its expense, when in its estimation the health of the teacher is such as to make him unfit for service in the school system.

ARTICLE XXVIII

Orientation of New Teachers

A. The Board and the Association will provide at least one day orientation program for all new teachers and the previous years second semester probationary teachers employed in the school system.

Three representatives from the Board and two representatives from the Association will make up the committee, to be appointed by the Board and the Association respectively. The program must be approved by the Superintendent of Schools.

B. The committee will meet the second week in August to plan the orientation program.

Article XXIX

Professional Study Committees and Professional Council

A. There is hereby established a permanent "Professional Council" composed of seven (7) members, four (4) of whom shall be teachers selected by the Association and three (3) of whom shall be appointed by the Board.

B. The Professional Council shall meet once every six weeks to discuss and study subjects mutually agreed upon relating to the school system, in addition to those subjects referred to this council by the provision of this statement of policies.

C. The Professional Council is empowered to appoint committees composed of teachers and administrators to study and report upon mutually agreed subjects. Subjects of study by committee shall include but not be limited to:

1. Curriculum study and improvement
2. State Assessment
3. Split-Sessions

Upon completion of its study and report on the subject assigned to it, each committee shall be dissolved, and no committee shall be re-activated except by mutual consent of the members of the Professional Council. Participation on these committees will be voluntary and all members will participate without extra compensation. This service should be on a rotating basis, so that no teacher would be unduly burdened.

D. The report of the council shall be presented to the Superintendent and then to the Board of Education providing the subject is one that the Board should have the knowledge for a decision.

E. The clerical expenses of the Professional Council and its sub-committees shall be borne by the Board.

F. The Professional Council shall meet at a time when teachers do not have a responsibility to students.

ARTICLE XXX

INSERVICE TRAINING

- A. In view of the changing nature of education the school calendar will provide at least one full day to be reserved for in-service training. The purpose of this training shall be to keep Jefferson teachers abreast of current innovations in curriculum and method.
- B. Three (3) representatives of the Board and two (2) representatives from the Association will make up a committee to plan for this training. The program must be approved by the Superintendent of Schools.
- C. The Committee will meet at least thirty (30) days prior to the planned training session.
- D. Suggestions for this training may be presented by the Professional Study Council and/or Positions of Responsibility.

ARTICLE XXXI

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher, heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.
- B. Consistent with the Code of Ethics prior to March 1st. of the ensuing school year staff members not intending to return should give notice to the Superintendent, this in no way will waive the rights and privileges that a teacher has under the State Tenure Act.
- C. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. In the event that any of the provisions of this agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.
- E. Copies of this Agreement shall be made available by the Board. Copies shall be presented to all teachers now employed and hereafter employed by the Board.

Article XXXII

DURATION OF AGREEMENT

This Agreement shall be effective as of December 1, 1972, and shall continue in effect until the 31st day of August, 1973. The Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Education Association

by Robert F. Thomas
Its President

by Norma J. Freeman
Its Secretary

by Norma J. Freeman
Chairman, Negotiating Committee

by Allen F. Miller
Negotiating Committee

by Peter B. Schaal
Negotiating Committee

by Helen M. Schloch
Negotiating Committee

by George D. [Signature]
Negotiating Committee

Board of Education

by Charles [Signature]
Its President

by Norma J. [Signature]
Its Secretary

by Walter [Signature]
Member

by [Signature]
Member

by Jack O. Hawley
Member

by Robert [Signature]
Member

by _____
Member

Dated this 1st day of December, 1972.

JEFFERSON SCHOOLS

1972-73 Calendar

Month	M.	T.	W.	T.	F.	
Sept.				<u>/31/</u>	<u>/1/</u>	New Teacher's Days
	<u>/4/</u>	<u>/5/</u>	6	7	8	Labor Day - 4th
	11	12	13	14	15	Pre-School Conference - 5th
	18	19	20	21	22	Students start the 6th
	25	26	27	28	29	
Oct.	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	20	(33 days)
	23	24	25	26	27	½ day Inservice day
Nov.	30	31	1	2	3	½ day Parent Conference
	6	7	8	9	10	Evening Open House
	13	14	15	16	17	
	20	21	22	<u>/23/</u>	<u>/24/</u>	Thanksgiving Recess
Dec.	27	28	29	30	1	(28 days)
	4	5	6	7	8	
	11	12	13	14	15	
	18	19	20	21	<u>/22/</u>	Christmas Recess
	<u>/25/</u>	<u>/26/</u>	<u>/27/</u>	<u>/28/</u>	<u>/29/</u>	
Jan.	<u>/1/</u>	2	3	4	5	
	8	9	10	11	12	
	15	16	17	18	19	
	22	23	24	25	<u>/26/</u>	Records Day (32 days)

First Semester
93 days for Students

Month	M.	T.	W.	T.	F.	
Feb.	29	30	31	1	2	
	5	6	7	8	9	
	12	13	14	15	16	
	19	20	21	22	23	
March	26	27	28	1	2	
	5	6	7	8	<u>/9/</u>	Inservice Day (29 days)
	12	13	14	15	16	
	19	20	21	22	23	
	26	27	28	29	30	
April	2	3	4	5	6	
	9	10	11	12	13	
	16	17	18	19	<u>/20/</u>	Good Friday (29 days)
	<u>/23/</u>	<u>/24/</u>	<u>/25/</u>	26	27	Easter Recess
May	30	1	2	3	4	
	7	8	9	10	11	
	14	15	16	17	18	
	21	22	23	24	25	
June	<u>/28/</u>	29	30	31	1	Memorial Day
	4	5	6	7	<u>/8/</u>	Record Day (30 days)

First Semester 93 student days
 Second Semester 88 student days
 181 student days
 187 Teacher days

SCHEDULE B

SALARY SCHEDULE

1972 - 73

<u>Step</u>	<u>AB</u>	<u>Permanent</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1.	\$ 8,100	\$ 8,303	\$ 8,627		
2.	8,200	8,465	8,844		
3.	8,573	8,844	9,060		
<hr/>					
4.	\$ 8,952	\$ 9,228	\$ 9,547		
5.	9,384	9,763	10,087		
6.	9,925	10,304	10,736		
<hr/>					
7.	\$ 10,441	\$ 10,820	\$ 11,360	\$ 11,955	\$ 12,542
8.	10,982	11,460	12,009	12,658	13,361
9.	11,523	12,118	12,770	13,470	14,227
<hr/>					
10.	\$ 12,082	\$ 12,788	\$ 13,499	\$ 14,256	\$ 15,067
11.	12,700	13,415	14,231	15,042	15,907

Longevity \$150 every three years of service
beginning with the 1964-65 school year.

(This salary schedule retroactive to September 1, 1972.)

SCHEDULE B-1

ADDED COMPENSATION

Speech Correction	(362.25)	90.56
Mentally Handicapped Teacher	(362.25)	90.56

Note: This schedule is reduced by $\frac{1}{4}$ in 1970-71,
 $\frac{1}{4}$ in 1971-72, $\frac{1}{4}$ in 1972-73, $\frac{1}{4}$ in 1973-74.

For the 1974-75 school year the scale will
be eliminated.

B-2 SCHEDULE

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Head Football	550	600	650	700	12%
Asst. Varsity Football	340	380	420	460	7.5%
Head Reserve Football	340	380	420	460	7.5%
Asst. Reserve Football	320	360	400	440	7.0%
Head 8th Grade Football	225	250	275	300	5.0%
Asst. 8th Grade Football	200	225	250	275	4.5%
7th Grade Football	225	250	275	300	5.0%
7th Grade Football	200	225	250	275	4.5%
Head Basketball	550	600	650	700	12%
Reserve Basketball	340	380	420	460	7.5%
9th Grade Basketball	320	360	400	440	7.0%
8th Grade Basketball	225	250	275	300	5.0%
7th Grade Basketball	225	250	275	300	5.0%
Head Baseball	350	400	450	500	8.0%
Reserve Baseball	300	325	350	375	5.5%
9th Grade Baseball	300	325	350	375	5.5%
8th Grade Baseball	225	250	275	300	4.5%
7th Grade Baseball	225	250	275	300	4.5%
Head Track	350	400	450	500	8.0%
Reserve Track	300	325	350	375	5.5%
8th Grade Track	225	250	275	300	4.5%
7th Grade Track	225	250	275	300	4.5%
Varsity Golf	275	300	325	350	5.5%
Reserve Golf	225	250	275	300	4.5%
Varsity Wrestling	350	400	450	500	8.0%
Reserve Wrestling	330	380	420	460	7.5%
Varsity Cross Country	275	300	325	350	5.5%
Reserve Cross Country	225	250	275	300	4.5%
Cheerleader High School Varsity	250	275	300	350	5.0%
Cheerleader Reserve	225	250	275	300	4.5%
Cheerleader Junior High	200	225	250	275	4.0%
H. S. Athletic Director	700	750	800	850	15%

	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
G.A.A. Advisor	400	450	500	550	7.5%
Girls' Var. Basketball	300	340	380	420	7.5%
Girls' Asst. Basketball	200	225	250	275	5.0%
Girls' Track	225	250	275	300	5.0%
Girls' Volleyball	225	250	275	300	5.0%
Girls' Softball	225	250	275	300	5.0%
Girls' Field Hockey	175	200	225	250	3.5%

Drama (High School) One Play \$225.00 Board
25.00 Play Proceeds

Drama (Jr. High) Two Skits \$100.00 Board

Band (Yearly Additional Duties) 7% Per Year

Summer Band (18 days at regular salary)

Yearbook & Journalism Advisor (High School) \$300.00

Yearbook & Journalism Advisor (Jr. High) \$200.00

Jr. High & Sr. High Lunchroom Duty \$100.00 per semester

Elementary Recess Duty (A.M. P.M.) \$ 50.00 per semester

The following limits will be observed if the assignment is paid on a percentage of salary basis:

<u>Percentage</u>	<u>Top Limit in Dollars</u>
15%	\$2,000
12%	\$1,750
8.0%	\$1,100
7.5%	\$975.00
7.0%	\$850.00
5.0%	\$725.00
4.5%	\$663.00
3.5%	\$525.00

SCHEDULE C
Per Art. 25 - Sec. #C

Grievance # _____

JEFFERSON SCHOOL DISTRICT

FORM DISTRIBUTION:

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

G R I E V A N C E
R E P O R T

Submit to Principal in Duplicate

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

A. Date Cause of Grievance Occurred _____

B. 1. Statement of Grievance _____

2. Relief Sought _____

_____ Signature Date _____

C. Disposition by Principal _____

_____ Signature of Principal Date _____

D. Position of Grievant and/or Association _____

_____ Signature Date _____

STEP II

A. Date Received by Superintendent or Designee _____

(Note: Continued on next page)

B. Disposition of Superintendent or Designee _____

_____ Signature Date _____

C. Position of Grievant and/or Association _____

_____ Signature Date _____

STEP III

A. Date Received by Board of Education or Designee _____
B. Disposition by Board _____

_____ Signature Date _____

C. Position of Grievant and/or Association _____

_____ Signature Date _____

STEP IV

A. Date Submitted to Arbitration _____
B. Disposition & Award of Arbitrator _____

_____ Signature Date _____
of Arbitrator of Decision

Note: All provisions of Article _____ of the Agreement dated _____
197__ WILL BE STRICTLY OBSERVED IN THE SETTLEMENT OF GRIEVANCES.

SCHEDULE D

"DUES AUTHORIZATION FORM"

I, the undersigned, authorize the Jefferson Board of Education to deduct in equal payments from my salary the equivalent of NEA, MEA AND JEA dues for the purpose of:

MEMBERSHIP

REPRESENTATION FEE

Date

Signature

Schedule E

Personal Business Leave Request Form*
(File in triplicate)

Date of Request

Teacher's Name: _____

Building: _____ Session: _____

Date(s) requested for Leave: _____

State Reason for Leave: _____

Teacher's Signature

Principal's Signature

Superintendent's Signature

*This form shall be returned to the teacher as soon as the approval is given, but in no event later than the day before the leave is to commence. Personal Business Leave, however, can be given oral approval with the form following thereafter. (This form must be filed at least 24 hours in advance of such leave request.)