Articles of Agreement

between

Jackson Public Schools Board of Education

and the

Jackson Public Schools Administrators' Association Jackson, Michigan

> July 1, 1995 through June 30, 1997

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JPS Administrators' Contract 1995 - 1997

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PURPOSE

The purpose of this Agreement is to express the mutual concern of the Jackson Public School Administrators' Association and the Board of Education of the Jackson Public Schools, working together within state statutes, the guidelines of the State Board of Education, and the rules and regulations established by the various Boards, for the betterment of education for the children of Jackson.

The Association and the Jackson Public School Board recognize the need for cooperation, understanding, and mutual support in the operation of an effective program of educational opportunity in the Jackson Public Schools.

Specifically, this Agreement is intended to:

- Clarify the conditions of employment and prerogatives needed by the membership to carry out its responsibilities.
- 2. Delineate scales of remuneration and other benefits for members of the Association.

ARTICLE I - RECOGNITION

Section A - Exclusive Bargaining Representation

The Board recognizes the Association as the exclusive bargaining representative of all administrative/supervisory personnel in their employ except the following positions:

Superintendent of Schools
Deputy Superintendent for Financial Services
Associate for Teaching and Learning
Associate for Human Resource Services
Associate for Instructional Support Services
Associate for Administrative Services

The term "administrator" when used hereinafter in the Agreement shall refer to persons, except those with titles listed above, employed by the Board who are engaged in administrative and/or supervisory duties. Administrators on leave shall be included in this Agreement. The parties agree that, in the future, any new professional positions created will be discussed to determine if such position should be included in the bargaining unit represented by JPSAA. If the parties cannot agree on the placement of a position, then a final determination shall be made by the Michigan Employment Relations Commission. Positions which are determined to be in the bargaining unit represented by JPSAA will be posted and filled in accordance with the Agreement between JPS and JPSAA.

Section B - Negotiations and Contracts

The Board agrees not to negotiate or contract with any administrators' organization other than the Association.

ARTICLE II - RIGHTS OF THE BOARD

Subject to the provisions of this Agreement and except as expressly provided otherwise by the terms of this Agreement, the Board and the Superintendent reserve and retain full rights, authority and discretion, in the proper discharge of their duties and responsibilities; to control, manage, supervise and to determine and administer educational policy and to direct the professional staff, including the administrators, to hire, fire, discipline, reduce the work force and allocate their activities as the needs of the District dictate and otherwise retain all rights, authority and discretion which are exclusively vested in the Board or the Superintendent under governing laws, ordinances, rules and regulations as set forth in the Constitution, laws of the State of Michigan and of the United States.

ARTICLE III - RIGHTS OF THE JACKSON PUBLIC SCHOOL ADMINISTRATORS ASSOCIATION

Section A - Use of School Services and Facilities

The Association shall have the right to use school equipment including typewriters, mimeograph and duplicating equipment, calculating machines and all types of audio-visual equipment when such equipment is not otherwise in use. In addition, the Association shall have the right of use of school messenger service at its regular scheduled pick-up and delivery points. The use of other school facilities by the Association, including building use for general membership meetings, print shop services and facilities and data processing equipment, shall be available with prior approval of the Superintendent or his/her designee.

Any costs for supplies or print shop services shall be noted and reimbursed by the Association to the Jackson Public Schools on a cost basis.

Section B - Released Time

The Association President or his/her designee shall be allowed a maximum of three (3) days released time per year as necessary to conduct Association business outside the district. The President of the Association shall notify the Superintendent or his/her designee in advance.

An additional four (4) days for such purposes may be available to the President for Association business, subject to prior approval of the Superintendent or his/her designee.

Section C - Board Agenda and Meetings

The Association President shall be furnished a copy of the Board agenda at least three (3) calendar days prior to public Board meetings. Association members desiring copies of the agenda may secure them at the central administration building. In the event that a public Board meeting is held during a school day, released time will be provided so that a member of the Association may attend.

Section D - Board-Association Negotiation Consultation

The Association shall be consulted in any Board negotiations with bargaining units whose membership may come under the direction or supervision of an Association member.

Section E - Use of Secretaries

No member of the Association shall use his/her secretary, or any other secretary of the Jackson Public Schools, to perform

Association work unless it is performed and discussed after the contractual hours of the secretary.

ARTICLE IV - MEMBERSHIP AND PROFESSIONAL FEES

 Within thirty (30) days of the commencement of employment in the bargaining unit or the execution of this Agreement, whichever occurs later, each administrator shall, as a condition of continued employment, either maintain membership in the Association, or pay to the Association service fees, equivalent to the amount of dues uniformly required of members.

Procedural safeguards shall be established by the Association to insure that non-members are not compelled to subsidize political or ideological activities of the union unrelated to its representational function.

- 2. Administrators may at any time sign and deliver to the Deputy Superintendent for Financial Services and the Treasurer of the Association an assignment authorizing deduction of continuing membership for professional dues. Such authorization shall continue in effect unless such authorization is formally revoked in writing by the administrator and copies thereof delivered to the Treasurer of the Association and to the Deputy Superintendent for Financial Services.
- 3. The deductions of membership dues shall be made from the first four biweekly paychecks on or after the authorization of the deduction. The Deputy Superintendent for Financial Services shall remit all monies to the Association, accompanied by a list of administrators from whom the deductions have been made.
- 4. The Association shall indemnify and save the Jackson School District and the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board of Education for the purpose of complying with this provision.

ARTICLE V - ADMINISTRATOR'S RIGHTS

Section A - Administrative Personnel File

The administrator shall have the right, except as limited by law, to examine and/or copy the contents of his/her district personnel file in the presence of the Superintendent of Schools or his/her designee as indicated by him/her in writing. External

confidential evaluations properly labeled may not be part of the personnel file examination by the administrator. He/she may submit, in writing, requests for correction or deletion of material on file and shall have the right to appeal the decision of the Superintendent or his/her designee through properly defined grievance procedures in Article VIII, Section A. Not more than one (1) official file shall be kept on each administrator. The administrator shall be furnished, within five (5) calendar days, copies of all official evaluations prepared by his/her supervisor, the Superintendent or his/her designee, or others associated with district administrative evaluations.

Section B - Description of Administrative Duties

The Board of Education agrees to furnish to each administrator, and the Association, a written description of the specific duties and responsibilities incumbent on the position assigned together with a description of the necessary qualifications for said assignment. Such job description shall be prepared in a manner to permit its effective use as the basis for administrative evaluations. Any new position within the unit will also be described with duties and qualifications. Association position descriptions shall be reviewed as necessary by the representatives of the Association and representatives of the Board.

Section C - Reprimands

A reprimand shall be valid only if it conforms to all of the following conditions:

- It shall be furnished to the administrator in writing and in private conference within five (5) school days of when the incident becomes known or should have been known to the administrator's supervisor.
- It shall specify the time, date, place, principals and witnesses of the incident.
- It shall make specific reference to the applicable part(s) of the job description, if appropriate.
- It shall describe specific action or actions required to affect remediation.
- 5. The administrator shall be notified at least twenty-four (24) hours in advance as to the nature of the conference.

The administrator shall have the right to be accompanied by persons of his/her choice at such conferences and shall have the right to respond in writing within five (5) calendar days; such written response to be attached to all copies of the reprimand. Reprimands may be appealed through the grievance procedure described in Article VIII, Section A. The administrator reprimand-

ed shall be entitled, at his/her request, to a second conference for the purpose of assessing remedial efforts. A written summary of this second conference shall be attached to all copies of the original reprimand.

Section D - Emergency Calls

The administrator will respond to emergency calls when school personnel or agent on the scene deems his/her presence is necessary.

Section E - Removal of Reprimands

Reprimands which refer to isolated and unrepeated incidents (not occurring within three(3) years of the reprimand) shall be removed from the administrator's personnel file and destroyed.

Section F - Administrators' Calendar

The contract days for administrators under this Agreement shall conform as herewith provided.

- 1. Administrators assigned to forty-six (46) and forty-seven (47) weeks shall have a 230/235 day contract work year from July 1 to June 30. This work year shall include paid holidays as indicated in Appendix A. The 230/235 days of work shall include ten (10) schedule days which shall be defined as days worked that are different than the regular work day and are worked at times when students are not receiving instruction. All such days will be reported to the administrator's immediate supervisor.
- 2. Forty-three (43) and forty-four (44) week administrators shall work for 215 and 220 days, less eight (8) paid holidays as indicated in Appendix A. Forty-three (43) and forty-four (44) week administrators will commence their work year two weeks before the normal start of the teachers' school year, then work the teachers' calendar year, and an additional five (5) days following the last work day for teachers. The rest of the above-mentioned days will be worked at the mutual agreement of the individual administrator and their immediate supervisor. The individual administrator, during these discretionary days, will only work on those items that pertain to their specific job assignment.
- Vacation time taken during the year accrued shall be scheduled by the administrator with prior approval of his/her direct supervisor and the Superintendent.
- 4. Vacation time may be carried three (3) months beyond the end of the accrued year to September 30. Exceptions

beyond September 30 must be approved by the Superintendent or his/her designee.

- 5. If a request for vacation day(s) has been denied or granted and then denied, or if an administrator is called back from vacation for any part of a day(s) and such day(s) is/are not rescheduled by September 30, then such unused vacation will be paid on a pro rata basis.
- 6. Any administrator whose contractual relationship with Board is terminating, and for whom accrued vacation time cannot be scheduled, shall have the option of additional compensation at a rate equivalent to his/her regular pay except in cases of termination for cause.

Section G - Bad Weather Days

Administrators are expected to make every reasonable effort to be at their assignments on bad weather days. Building and central office administrators will telephone if they are going to be very late. Assistant administrators will notify their supervisor or, if unavailable, the office of the Superintendent or that of his/her designee.

Section H - Teacher Transfer

Transfers initiated by a teacher may be denied by the receiving principal or supervisor if the teacher's most recent professional evaluation is less than satisfactory.

Section I - Intern Program Participation

Administrators shall have the right to discuss the contemplated assignment of specific individuals as administrative interns and may refuse any more than two such interns in any school year.

Section J - Principal Meetings

Meetings involving building principals will not be conducted during the last week in which students are in session for the school year except in case of emergency.

Section K - Grievances by Other Units

When any written grievance from another bargaining unit is submitted against an Association member, the Superintendent or his/her designee will within five (5) working days provide the Association President and the Association member being grieved a copy of the grievance. Within five (5) working days the Superintendent or his/her designee will meet with the Association member being grieved to discuss a response to the grievance.

Section L - Unit Seniority

Unit seniority will commence on the first day of work as a unit administrator.

ARTICLE VI - CREATION OR MODIFICATION OF POSITIONS

Section A - Superintendent's Proposals

The Superintendent shall give written notice to the Association of any proposal to create, modify, or eliminate administrative positions at least fourteen (14) calendar days prior to their initial presentation to the Board of Education. An Association committee shall meet with the Superintendent to review the proposed changes and present alternative proposals. The Superintendent shall consider all alternative proposals submitted by the Association and shall inform the Association of his/her recommendation to the Board.

Section B - Association Proposals

The Association shall have the right to propose the creation, modification, or elimination of any position. Upon receipt of such written proposal, the Superintendent or his/her designee shall schedule a meeting within fourteen (14) calendar days to discuss the proposed change.

ARTICLE VII - VACANCIES, PROMOTIONS, AND TRANSFERS

Section A - Vacancies

- Every employee represented by the Association shall be eligible to apply for any promotion or new position or any other position which becomes vacant or otherwise available within the district and shall be eligible for appointment to the said position if fully qualified as required by the Board of Education.
- Written notice of administrative vacancies shall be sent to each member of the Association at least seven (7) calendar days prior to the deadline for filing applications. Notices shall describe the position by title, salary, location, work year, specific duties, and qualifications.
- 3. In the procedures used by the Board or designee to examine and evaluate the credentials and qualifications of candidates for any vacancy, those employees represented by the Association who may apply for appointment shall be given full and equal consideration.

4. Current administrators seeking a lateral move shall submit his/her request in writing. These administrators are not subject to examination or interview unless they choose to do so since he/she presently holds an administrative position in that area. Special three-day postings will be done for lateral transfer possibilities.

Section B - Involuntary Transfers

- Notice of a contemplated transfer which has not been requested by the employee being transferred shall be given to that employee no less than 15 work days prior to the effective date of the transfer.
- 2. The employee served such notice may request a written explanation of the reasons for such transfer or a conference with the Superintendent or designee to discuss the transfer. The written explanation or conference shall be granted no later than five (5) work days after the request is received by the office of the Superintendent or designee. The employee shall have the right to be accompanied and assisted by a representative of the Association at any such conference.
- 3. In the event that an involuntary transfer results in placing the employee in a work position where the rate of remuneration is lower than that from which the employee has been transferred, the employee shall continue to be paid at the previous higher rate.

If the employee is transferred to a position where the rate of remuneration is higher than that of the previous position than that employee shall be paid at the higher rate of pay.

Section C - Reduction and Abolishment of Administrative Positions

- An administrator may be displaced if the specific position held by that individual is eliminated from the table of organization of the district and no equivalent position is available.
- 2. A displaced administrator shall then be placed in a position for which he/she is qualified for which is held by an administrator with less administrative seniority. Then the newly displaced administrator shall be placed in a position for which he/she is qualified for which is held by an administrator with less administrative seniority.
- 3. If two employees have identical administrative seniority then district seniority shall be used.

- 4. If there is no position for a displaced administrator to be placed into, then that administrator shall be laid off.
- 5. All laid off administrators shall be recalled to fill vacancies for which they are qualified before any new administrative employees are hired.
- 6. Layoff because of reduction of the number of administrators caused by financial conditions or reduced student enrollment will be done with no less than sixty (60) calendar days' notice for all administrators.
- 7. Probationary administrators are defined as new unit members in their first two years of service in the District in an administrative position. The length of contract during such time will be one (1) year. After successfully fulfilling the two years' probationary status, an administrator shall receive a continuing two-year contract as long as the evaluation is satisfactory.

Section D - Retirement and Assignment

- 1. Administrative assignments for the coming year shall be made in writing prior to April 1 of the preceding year except for unexpected vacancies which are the result of death, dismissal for just cause, or resignation. The assignment notice will include the one supervisor to whom the administrator is responsible. These vacancies will be posted as outlined in Section A of this Article. It is understood and agreed that the Superintendent has the right and authority to change the assignment at any time after April 1. An administrator will be notified in writing of such change as soon as possible and shall have the option of assuming an open assignment in another bargaining unit for which he/she is qualified.
- 2. Any administrator planning to retire will make every possible effort to submit in writing to the Personnel Office his/her intent no later than April 15 of the year he/she plans to retire. Such intent will remain confidential at the request of the administrator.
- 3. An administrator may withdraw the notice of his/her retirement any time prior to thirty (30) days before the effective date of the retirement.

ARTICLE VIII - GRIEVANCE PROCEDURE AND NO STRIKE CLAUSE

Section A - Grievance Procedure

- 1. A grievance is defined to be any dispute regarding the breach of any provision of this Agreement.
- 2. To be valid a grievance must be filed within five (5) school days from the time the grievant became aware, or should have been aware of the event which give rise to the alleged grievance.
- 3. Time periods as set forth in this section may be extended by mutual agreement of the parties.
- 4. Should the Board or its designee fail to communicate its decision within the specified time limits, as hereinafter set forth, the grievance shall automatically proceed to the next step. Failure to commence or process the grievance by the Administrator or Association within the time limit set forth shall bar the grievance.
- 5. Any administrator or the Association may file a grievance. Nothing contained herein shall deprive an administrator from processing a grievance without the Association's support.
- 6. The procedural steps are as follows:
 - Step 1. A grievant shall, within the time period hereinafter set forth, orally present the grievance to the Superintendent or his/her designee. If not resolved at the oral level within five (5) school days, the grievance must be reduced to writing and be submitted to the Superintendent within five (5) school days. Grievant may proceed to the third step.
 - Step 2. The Superintendent shall answer the grievance in writing within seven (7) school days of its receipt. Should the grievant be dissatisfied with the answer, a meeting will be requested with the Superintendent within seven (7) school days. Upon receipt the meeting shall be held within ten (10) school days. If the grievance is not resolved within seven (7) school days from the date of the hearing or the grievant is dissatisfied with the answer, the grievant may proceed to the third step.
 - Step 3. A grievant shall have seven (7) school days to submit the matter to the Board of Education for the Jackson Public School District from receipt of the Superintendent's answer in Step 2. The Board shall hold a hear-

ing within twenty (20) school days and shall render its decision within ten (10) school days of that hearing.

<u>Step 4.</u> A grievance processed to the last step of the grievance procedure may be submitted to arbitration in accordance with the following:

- a. The right to demand arbitration over an unadjusted grievance is limited to a period of fifteen (15) school 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) school 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/her decision strictly to the interpretation, application, or enforcement of the provision of this Agreement, and he/she shall be without power and authority to make any decision; (1) contrary to, or inconsistent with or modifying or varying in any way, 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 arbitrator's decision shall be final and binding on the Association, all employees covered by this Agreement, and on the Board.
- f. In the event a case is appealed to an arbitrator and he/she finds that he/she 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.
- g. The expense of the arbitrator shall be paid by the losing party. Each party shall make arrangements for

and pay the expenses of witnesses who are called by them.

Section B - No Strike Clause

- For the term of this Agreement, the Association agrees for and on behalf of its officers, members, and each and every employee within the bargaining unit, that they will neither instigate, call, maintain, condone, support, or permit in any manner, a strike, slowdown, or other stoppage of work, or picketing on the Board premises.
- 2. In the event of any action in violation of the foregoing, the Association and its officers shall in good faith take the following action when notified by the Board of the occurrence of the violation:
 - a. Promptly, but no later than within twenty-four (24) hours, issue a statement to the local newspapers and furnish the Board with a signed statement, both of which shall be to the effect that the work interruption is unauthorized by the Association an is in violation of the Agreement.
 - b. Within twenty-four (24) hours instruct all of its members guilty of such violation to return to work at once, and all of its members to continue at work; and confirm all such instructions by letter or bulletin within forty-eight (48) hours.
 - c. Refrain from giving any aid, encouragement, or support of any sort whatever to members who are violating the provision of this section.
- 3. The Association will not directly or indirectly take reprisals against an employee who continues, or attempts to continue, his/her duties, or who refuses to participate in any of the activities prohibited by this section.
- 4. The Board will have the right to all remedies available at law for violation of this section, including discharge, and/or injunctive relief and/or damages against any person, group, or organization violating this section of this Agreement.
- 5. Compliance by the Association with all the provisions above shall free the Association from all liability for any breaches of this section of the Agreement.

ARTICLE IX - ADMINISTRATOR EVALUATION

Section A - Preamble

The Board and the Association recognize the importance of an objective and positive evaluation procedure.

Section B - Instruments and Procedures

Evaluation instruments and procedures shall be mutually developed by a joint committee of the Association and representatives of the Board, subject to final approval by the Board. These instruments and procedures shall be completed by the beginning of the school year. Evaluations of each Association member shall be discussed with the member by the evaluator. The administrator shall receive a written copy of each evaluation and a copy of same shall be placed in the administrator's personnel file to be held in confidence and treated in an ethical manner.

Section C - Written Evaluation

At least once every three years, or at the written request of the administrator or immediate supervisor, each administrator shall have a written evaluation. Evaluations not completed within the three-year time limit shall be recorded as satisfactory.

Section D - Just Cause

No Association member shall be disciplined or reprimanded without just cause. No Association member shall be reassigned or reduced in rank or compensation capriciously. The parties agree to treat all such actions in a professional manner with due regard for both the interests of the school system and the rights of the individual.

ARTICLE X - ADMINISTRATIVE LEAVES

Section A - Leaves of Absence Charged Against Sick Leave Time

Leaves of absence with pay charged against sick leave time shall be granted for:

- 1. Absence due to illness or non-vocational accident of the administrator.
- 2. Absence due to illness or disabling accident of the administrator's immediate family (spouse, children, grand-children, brothers, sisters and parents of the administrator and spouse), or members of the immediate household. Such absences will be limited to ten (10) working days if the illness or accident involves an immediate family member, as defined above, living outside the ad-

- ministrator's household. Additional days may be granted without pay.
- Absence due to medical disability as a result of pregnancy while employed by the Board shall be entitled to use any or all of their accumulated sick leave days consistent with practice relative to all other medical disabil-In order to use sick leave days, the administrator must remain actively working until the time of the disability. Such disability will be confirmed by the attending physician who certifies that the administrator is physically unable to complete her administrative duties. Upon presentation of confirmation of such disability by the administrator, the administrator may continue to use sick leave until the pregnancy-related disability is no longer present as confirmed by the attending physician. An administrator who is otherwise eligible for use of sick leave under this provision may elect, upon proper notification to Human Resources to use only a portion of accumulated sick leave. At the time that the administrator either (1) exhausts sick leave benefits; or (2) uses all of that portion of accumulated sick leave benefits; or (3) uses all of that portion of accumulated sick leave days desired, the administrator shall, if the disability has ended, be eligible to return to work or begin a child care leave, as expressed in Article X, E-3.

4. Personal Leave

- a. Personal leave shall be construed to mean time necessary to conduct personal affairs which cannot be handled outside of school (duty) hours. Such leave shall be limited to two (2) days per school year. Such leave may be granted at the discretion of the Superintendent or his/her designee when requested for time immediately preceding or following holiday or vacation periods. Unused personal leave may be accumulated to a maximum of four (4) days. The accumulation will be in excess of the two (2) days earned in the current school year.
- b. Personal leaves are defined as:
 - (1) Business or legal requirements.
 - (2) Attendance at a ceremony where a degree is awarded to an administrator or member of the immediate family, as defined in Section A-2 of this Article.

5. Emergency Leave

Requests for emergency leave must be approved by the Superintendent or his/her designee.

6. Workers' Compensation

Administrators who become eligible for Workers' Compensation benefits shall, if the administrator chooses, have the Workers' Compensation benefits supplemented by his/her sick leave giving the administrator the equivalent of his/her regular rate of pay. The administrator's accumulated sick leave will be charged with a proportional amount of time lost, based on the ratio of sick leave used to make the administrator's regular daily rate to the nearest whole day as calculated for the individual's disability.

Section B - Leaves of Absence With Pay Not Charged Against Sick Leave Time

Leaves of absence with pay not charged against sick leave time shall be granted as follows:

- 1. Absence because of death in the immediate family (spouse, children, grandchildren, brothers, sisters, and parents of the administrator and spouse). Time necessary for attendance at the funeral service of persons outside the immediate family as defined in Section A, paragraph 2 of this Article whose relationship to the administrator warrants such attendance, shall be limited to five (5) days.
- Absence when called for jury duty. Jury fees shall be reimbursed to the district when received by the administrator.
- 3. Court appearances as a witness in any case connected with the administrator's employment or school, or whenever the administrator is subpoenaed to attend court proceedings. Witness fees shall be reimbursed to the district when received by the administrator.
- 4. The Board shall pay the difference between Military Reserve Duty pay rate and his/her daily school rate for fifteen (15) school days only when reserve duty cannot be fulfilled outside of the school year.
- 5. Excused by the Superintendent or his/her designee to visit other schools or attend educational conference or conventions. When attendance is authorized, the following conditions will apply:

- a. Written request to the Superintendent or his/her designee stating pertinent data concerning the conference.
- b. Written statements of anticipated and actual expenses.
- c. Length of absence.
- d. The Board may pay expenses for attendance at authorized conferences and meetings including transportation, lodging, meals, and conference registration.
- 6. Administrators are encouraged to attend and participate as members and officers of local, state, and national professional, civic or service organizations. Leaves with pay shall be granted for such purposes with prior approval of the Superintendent or his/her designee.
- 7. Administrators will be excused from duty to attend such ceremonies or rites normally required to fulfill obligations which result from any recognized religious affiliation. The Superintendent shall be notified seven (7) days in advance of such occurrences. This shall be limited to a maximum of two (2) days per year.

Section C - Provisions for Leaves of Absence With Pay

General provisions for leaves of absence with pay:

- Leave with pay days shall be construed as days that an administrator is scheduled for regular duty only.
- Paid sick leave days shall be granted as follows:
 - Fourteen (14) days per year for 43/44 week administrators.
 - b. Fifteen (15) days per year for 46/47 week administrators.
 - c. Leave with pay days shall accumulate on an unlimited basis.
 - d. Association members shall be allowed to share among the membership accumulated sick leave time as follows:
 - (1) A sick leave bank shall be established and shall be used in instances when an individual administrator, because of personal illness or injury, has used all of his/her accumulated sick leave, but is not yet eligible for long-term disability

- coverage. Association members may donate up to 50 days of sick leave to the bank and do so up to six (6) months before their retirement date.
- (2) The Association assumes responsibility for determining the member(s) from whose accumulated leave shared leave will be deducted and shall so notify Human Resources.
- (3) The Association shall indemnify and save the Jackson School District and the Board harmless against and from any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken, or not taken, by the Board of Education for the purpose of complying with this provision.
- e. After the fourth consecutive day of absence as defined in Article X, Section A, a substitute administrator shall be granted if requested by the absent administrator and the supervisor of the administrator.
- 3. The first two (2) years' leave time shall be granted after the administrator has worked one (1) day for the Jackson Public Schools. If for any reason, the administrator leaves the employment of the Jackson Public Schools, he/ she shall be required to reimburse the Jackson Public Schools for such leave time taken in advance. This reimbursement shall be figured on his/her daily rate of pay at the time the leave was taken. Leave time to cover subsequent years will be granted after one (1) days' work in the new contract year. Any excess of leave time beyond the prorated leave time that is used shall be deducted from the final check due to the administrator.
- 4. Should an administrator require leave-with-pay days beyond thirty (30) calendar days and should such administrator have exhausted his/her accumulated sick leave days, benefits equal to those of the LTD program will be provided beginning the thirty-first (31st) day of the disability and continuing until LTD benefits are begun.
- A record of accumulated leave days shall be furnished each administrator no later than October 15th each school year.

Section D - Sabbatical Leave

1. A sabbatical leave for a full contract year or less at one-half (½) current salary may be available to all administrators, with not less than seven (7) years' consecutive service in the Jackson Public Schools, subject to

approval by the Board upon written plans submitted by the administrator at least ninety (90) days prior to the school year in which the sabbatical is granted. Under exceptional circumstances the ninety (90) day prior notice may be waived.

- Normally, not more than one (1) administrator shall be on sabbatical leave at any one time. Under exceptional circumstances this provision may be waived by the Board.
- 3. Administrators returning from sabbatical leave will return to the same or comparable assignment held prior to the leave. They will receive full seniority for the sabbatical leave time. Normal salary increments shall be provided. All fringe benefits will remain in effect during such leave.
- 4. The Board shall consider, among other factors, the following:
 - a. The proposed program of the applicant as related to professional graduate study, writing, travel, or research.
 - b. The value of the proposed program to the Jackson Public School District.
 - c. The applicant's length of total service to the Jackson Public School District.
- 5. The acceptance of a sabbatical leave must be in writing and must include a statement of intent that the administrator will return to the Jackson Public Schools for a period equal to three times the length of the leave immediately upon its termination. If the administrator fails to complete the above-mentioned time requirement, the sabbatical leave shall be forfeited on a pro-rated basis of one third (%) the amount for each third (%) period of unfilled service. In the event that the Board does not return the administrator to the same assignment, or a comparable one, that he/she held prior to the leave, he/she shall not be obligated to serve the Jackson Public Schools for any period of time upon his/her return.
- 6. Status while on Sabbatical Leave:
 - a. An administrator on sabbatical leave shall be considered to be in the employ of the Jackson Public School District and shall have a contract.
 - b. Full-time employment by the recipient on sabbatical leave shall be prohibited. This does not, however, preclude the recipient's accepting grants, fellow-

ships or remuneration for part-time work of any sort which does not interfere with the outlined sabbatical plan, and which has been approved by the Superintendent.

- c. Administrators shall be responsible for notifying the payroll department of the Jackson Public Schools District as to the place to which payroll checks should be addressed during the period of sabbatical leave.
- d. An administrator on sabbatical leave shall be responsible for submitting a written report to the Superintendent and the Association detailing the essence of his/her leave prior to June 30 of the school year in which the leave is granted.
- Failure to grant leave is not subject to grievance procedure.

Section E - Leaves of Absence Without Pay

Leaves of absence without pay may be granted to administrators who have served two (2) or more years in the district. Duration of the leave shall be for not more than one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Superintendent. If an extension of such leave is desired, a written request must be presented to the Superintendent. Provisions shall be made for the administrator to continue all other fringe benefit programs at his/her own expense for the duration of any approved leave of absence without pay. No experience credit on the salary schedule shall be granted.

- 1. Ill Health: Such leaves of absence which extend beyond time compensated under leave with pay policy must be accompanied by a statement from the attending physician recommending the employee be granted such leave.
- 2. Illness in the Immediate Family: Immediate family shall be defined as in Section A-2 of this Article.
- 3. Child Care Leave: Such leaves of absence will be granted upon the written request of the administrator to the Superintendent. Before returning, the administrator shall provide a statement from the attending physician to the Superintendent, if he/she so requests, that the administrator is in fit physical condition to perform regular duties. In the event of miscarriage or should the death of the child occur during the period of child care leave, the termination of leave may be relaxed by the Superintendent. Experience credit on the salary schedule shall be granted for the balance of the school year in

which such leave began if at least one (1) semester of service has been completed during each year. Upon proper request to the Superintendent, a child care leave may be extended once for a period of one (1) year.

4. A leave of absence for one (1) year subject to renewal for the first term of office but not to exceed five (5) years shall be granted to any administrator for the purpose of campaigning for, or serving in a public office. On return from such leave, the administrator will be returned to the same or comparable position in salary and status to that held prior to the leave. Placement on the salary schedule in force on his/her return will be determined by the administrator's years of administrative service with the district.

Section F - Return from Leave of Absence Without Pay

Upon return from approved leave of absence, the Board will return the administrator to an assignment comparable in status to that held by the administrator prior to leave. Salary will be determined according to the schedule in force on return and the number of years administrative service with the district.

ARTICLE XI - REMUNERATION AND FRINGE BENEFITS

Section A - Pre-Existing Benefits

Increments and fringe benefits which existed prior to the signing of this Agreement shall remain in full force and effect except as otherwise agreed.

Section B - Job Categories

1. Administrative Salaries

Administrative salaries shall be based upon the following categories and days/weeks worked per year:

- a. I Principal for Instr. (Sec.) (235 Days/47 Weeks)
- b. II Director of Special Educ. (235 Days/47 Weeks) Dir. of Altern. and Comm. Ed. (235 Days/47 Weeks) Associate Principal (Sec.) (235 Days/47 Weeks) Elem. Principal (Lrg. Bldgs.) (220 Days/44 Weeks)
- c. III Director of Plant Planning (235 Days/47 Weeks)
 Director of Athletics (235 Days/47 Weeks)
 Dir. of Media & Instr. Comp. (215 Days/43 Weeks)
 Director of Early Chld. Educ. (215 Days/43 Weeks)
 Elementary Principal (215 Days/43 Weeks)
 Asstistant Principal (Sec.) (230 Days/46 Weeks)

Assistant Dir. of Spec. Educ. (215 Days/43 Weeks) Assistant Principal (Altern.) (230 Days/46 Weeks)

- d. IV Supervisor of Transportation (235 Days/47 Weeks) Supervisor of Oper. Servicess (235 Days/47 Weeks) Admin. Asst. (Altern.) (220 Days/44 Weeks) Admin. Assistant (Elementary (215 Days/43 Weeks) Admin. Assistant (Parkside) (235 Days/47 Weeks)
- e. V Super. of Day/Night Servs. (235 Days/47 Weeks)
 Purchasing Agent (235 Days/47 Weeks)
 Asst. Supr. for Transportation (235Days/47 Weeks)

2. Salary Index/Schedule

a. 1995-1996

			Steps		
Categor	у 0	1	2	3	4
I	1.202	1.247	1.292	1.337	1.381
(47)	66,203	68,681	71,159	73,638	76,061
II	1.085	1.130	1.175	1.220	1.265
(44) (47)	59,759 61,859	62,237 64,337	64,715 66,815	67,194 69,294	69,672 71,772
III	1.000	1.045	1.090	1.135	1.180
43/44 46/47	55,077 57,177	57,555 59,655	60,034 62,134	62,512 64,612	64,991 67,091
IV	.830	.874	.919	.964	1.009
(43) (47)	45,714 47,814	48,137 50,237	50,616 52,716	53,094 55,194	55,573 57,673
V	.749	.794	.839	.883	.928
(47)	41,253	43,731	46,210	48,633	51,111

2. Salary Index/Schedule

b. 1996-1997

Steps

Categor	y 0	1	2	3	4
I	1.202	1.247	1.292	1.337	1.381
(47)	67,527	70,055	72,583	75,111	77,583
II	1.085	1.130	1.175	1.220	1.265
(44) (47)	60,954 63,054	63,482 65,582	66,010 68,110	68,538 70,638	71,066 73,166
III	1.000	1.045	1.090	1.135	1.180
43/44 46/47	56,179 58,279	58,707 60,807	61,235 63,335	63,763 65,863	66,291 68,391
IV	.830	.874	.919	.964	1.009
(43) (47)	46,629 48,729	49,100 51,200	51,629 53,729	54,157 56,257	56,685 58,785
V	.749	.794	.839	.883	.928
(47)	42,078	44,606	47,134	49,606	52,134

The Board and the Association recognize and agree on the importance of an administrator serving in only one assignment. However, when it does become necessary to assign an administrator to a dual assignment and the assignment is for ten (10) or more consecutive work days, then that administrator shall be remunerated on the basis of \$700 for five (5) work days to a maximum of fifteen (15) work days. A principal who is placed in charge of two buildings shall receive a \$5,000 stipend per year.

If an administrator is moved across or down from one category to another, he/she will not be reduced in step as a result of the transfer. If an administrator is moved up from one category to another, that administrator will be placed on a step that would pay a salary increase of not less than .045% of the previous salary for every category raised.

3. Value of 1.000 on Salary Index

a. The ratio 1.000 for the school year 1995-96 shall be \$55,077.

b. The ratio 1.000 for the school year 1996-97 shall be \$56,179.

4. Advanced Degrees

	1995-96	1996-97	
M.A. or 30 semester hours graduate work or Master's License in Building Trades	\$1,000.00	\$1,500.00	
60 semester hours graduate work including a Master's Degree	2,000.00	2,500.00	
90 semester hours graduate work or a Doctorate Degree	2,500.00	3,000.00	

5. New Hires, Beginning Salaries - Administrative Assistant

- a. <u>Internal Candidates</u> Salary for internal candidates will be frozen at their current base salary if it exceeds the Category IV salary schedule. They will be brought in at Category IV at the level closest to but not less than their frozen salary if it does not exceed the Category IV salary schedule.
- b. Administrative Assistant at Parkside This position will have additional responsibilities. The assignment will include summer school.
- c. External Candidates External candidates will be brought in at Category IV, Step 0.

6. Appeal and Review Board

The Article XIII Committee will serve as an appeal board for any administrator who wishes his/her category reviewed. The administrator will request a hearing in writing to the Association. Within twenty (20) school days the hearing will be held. A written decision will be rendered within another twenty (20) school days.

Section C - Insurance Protection

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

MESSA-PAK Plan A

- 1. Full Family MESSA SuperCare 1
- 2. MESSA Long-term Disability
- \$60,000 MESSA Term Life Insurance
- 4. MESSA/Delta Dental Plan E-07
- 5. MESSA Vision (VSP 2)

Plan B

- \$50 per month for MESSA options or a Tax-sheltered annuity (As approved by the district.)
 MESSA Long-term Disability
- MESSA/Delta Dental Plan Auto +/08
- \$70,000 MESSA Term Life Insurance
- MESSA Vision (VSP 3)

Section D - Double Coverage

Any administrator who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her employment with the district, shall be ineligible and shall otherwise not receive the health insurance coverage provided herein, unless the coverage provided his/her spouse through the spouse's employment requires said coverage. The administrator may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every administrator shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all administrators during the open enrollment period:

Health Insurance Coverage

I hereby declare that the Health Insurance that I receive pursuant to Article XI of the Agreement between the JPS and the JPSAA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

Date

Signature of Administrator

Section E - Mileage and Travel

Administrators shall have the option to take or receive mileage remuneration in either manner as in Section 1 or 2 below.

Administrators may choose to select a flat rate per month for in-school district travel. The rate per month shall

be 100 times the rate per mile. If the administrator chooses this option, he/she will not be required to turn in mileage forms. All outside district mileage for which the administrator desires reimbursement shall be paid only upon submission of the regular monthly mileage form. This reimbursement for travel outside the district shall be paid at the current maximum rate allowed by IRS without reporting such reimbursement as income. Portal to portal mileage is not eligible for reimbursement.

- 2. Each administrator shall be reimbursed at the above rate per mile for all travel within the district that exceeds 10 miles per day in addition to ten times the rate per mile per day. Portal to portal mileage is not eligible for reimbursement. All travel on school business outside shall be reimbursed at the above rate per mile. Monthly travel forms are required to be submitted for verification of this reimbursement.
- 3. Each administrator will be required during the month of August of each school year to select the method of reimbursement for travel that they wish to use. That method of reimbursement will then be in effect for the remainder of that school year unless the administrator is transferred or promoted at which time he/she again will have the right to exercise his/her travel reimbursement option.

Section F - Annuity Program

After ten (10) years' service in the district or after five (5) year's as an administrator, whichever comes first, each administrator shall be entitled to a tax-sheltered annuity toward which the Board shall make payments of \$1200 to be paid proportionately with each paycheck as the administrator is paid. Each administrator for whom such investments are made shall have full control over the tax-sheltered annuity, including the right to convert to cash at any time.

Section G - Professional Dues Allowance

The Board shall pay up to \$400 per year toward the professional dues of any professional organization an administrator may decide to join which is related to his or her professional assignment. Membership fees in JPSAA are expressly forbidden under this section.

Section H - Travel Insurance (AD&D)

The Board shall provide a \$100,000 (one-hundred thousand dollar) travel insurance policy. This policy will be in addition to other insurance policies outlined in this Agreement.

Section I - Conference Fund

A conference fund of \$5,000 shall be established each year of the contract beginning July 1, 1977 for JPSAA administrators. This fund shall be used to cover the cost of attending state and national conferences as representatives from the Jackson Public Schools. The maximum amount available to any individual administrator during any one school year shall be \$500. The Superintendent of the Jackson Public Schools shall grant permission to attend conferences on a fair and equitable basis.

Section J - Longevity Payment

- 1. Ten (10) percent of final base pay for five (5) to ten (10) years employment with Jackson Public Schools.
- 2. Additional amount based on additional years of service with Jackson Public Schools:
 - 1. 10% for 11 through 15 years.
 - 2. 15% for 16 through 20 years.
 - 3. 20% for 21 through 25 years.
 - 4. 22% for 26 through 30 years.
 - 5. 25% for 30+ years.
- 3. Longevity pay will be paid to the administrator or his/her estate at a rate of 25% beginning the month of retirement and an additional 25% for the next three academic years to be paid in June of those years or be paid on a mutually agreeable disbursement schedule.
- 4. The Board shall continue to provide health insurance protection as specified in this Agreement until such time as the individual becomes eligible for health care under the provisions of the Michigan Public Schools Employees Retirement System.
- 5. The provisions of this Section shall apply to all JPS administrators who retire on or after June 1, 1992.

Section K - Education Fund

Each employee working on a first Bachelors or first Masters degree through an accredited college or university may receive up to five hundred dollars (\$500) per school year for tuition.

ARTICLE XII - PROTECTION OF ADMINISTRATORS

Section A - Legal Counsel

In any school-related case of criminal assault upon an administrator, the Board will provide legal advice to the administrator.

Section B - Liability Coverage

Any administrator complained against or sued by reason of administrative action in the course and scope of employment taken in conformity with the Student Rights and Responsibilities Policy of the Board and/or the Michigan School Code shall be provided liability coverage.

Section C - Lost Time

Time lost by the administrator in connection with any incident mentioned in this Article shall not be charged against accrued leave time of the administrator unless gross negligence is proven.

ARTICLE XIII - INTERPRETATION AND MODIFICATION OF CONTRACT

In recognition that this Agreement may require modification by mutual consent for the increased efficiency and order in the operations of the Jackson Public Schools and the relationship between the Board and the Association, and further, that provisions of this Agreement may require further discussion concerning their interpretation, the following provisions are made:

- 1. At the call of either party, not more than four persons representing the Board and not more than four persons representing the Association, shall meet within fourteen (14) calendar days to discuss, study, and resolve items of mutual concern. Proposals shall be submitted to the other party at least seven (7) calendar days before the meeting.
- Modification shall be subject to ratification by the Board and the Association membership.
- 3. Association members involved in this process shall be considered to be performing normal duty as administrators when they attend meetings and shall not suffer loss of salary or other professional privilege or advantage.
- 4. Clerical expenses of these proceedings shall be paid by the Board.

5. When the Board proposes a change in salary or in number of work days of an existing position or when a supplementary assignment with pay is proposed by the Board, the parties agree to expedite the process above, including, if necessary, the posting of vacancies for such change/ assignments.

ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section A - Printing of Agreement

Copies of this Agreement shall be printed at the expense of the Board and furnished to all administrators now employed or hereafter employed by the Board without charge.

Section B - Relationship to Law

Any provisions of this Agreement found to be contrary to law shall be deemed invalid except to the extent permitted by law but all other provisions or applications shall continue in full force.

Section C - Workshops and Courses

Realizing that it is desirable for administrators to be cognizant of current philosophies, trends, and techniques, the Board may provide in-service workshops or courses for administrators in areas deemed necessary. The Association and the Board may work cooperatively in sponsorship of said workshops or courses. The Association may also sponsor workshops for administrators outside of regular work hours.

Section D - Salary Deductions

Upon written authorization from the administrator, the Board shall deduct from the salary of the administrator, and make appropriate remittance, for Credit Union, Savings Bonds, United Fund, Tax-sheltered Annuity, or other plans or programs jointly agreed to by the Board and the Association.

Section E - Athletic Passes

Yearly passes covering all district home athletic events shall be made available to administrators and a guest. Such passes shall not be transferable.

Section F - Non-Discrimination

The Board and the Association both recognize their responsibilities under federal, state, and local laws pertaining to fair employment practices as well as the moral principles involved in the area of Civil Rights, and in accordance therewith, there shall be no discrimination against any person or persons because of sex, race, creed, religion, age, national origin, height, weight, non-job-interfering handicap, or arrest record.

ARTICLE XV - NEGOTIATIONS PROCEDURES

Section A - Ratification

There will be no more than five (5) representatives of each party at any negotiations meeting. Both parties agree to submit the final Agreement for ratification to their appropriate governing bodies or groups. After ratification by both parties, their representatives shall attach their signature to the ratified Agreement.

Section B - Signed Agreements

There shall be three (3) signed copies of the Agreement for purposes of records; one (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.

Section C - Commencement of Negotiations

No later than sixty (60) calendar days before the termination of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor Agreement. This Agreement may be extended by the mutual declaration of intent to negotiate a successor Agreement until the successor Agreement is ratified by both parties.

Section D - Negotiation Impasse

In the event of impasse during negotiations, and failure of the parties to come to agreement through mediation, it is agreed that the issues under dispute shall be submitted to fact finding.

ARTICLE XVI - WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

In the event that any of the provisions of this Agreement shall be or become invalid or unenforceable by reasons of any federal or state law or regulation now existing, or hereafter enacted, such invalidity or unenforceability shall not affect the remainder of provisions hereof.

ARTICLE XVII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995, and shall continue in effect until June 30, 1997. 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 Thereof, the parties have executed this Agreement by their duly authorized representatives.

JACKSON PUBLIC SCHOOLS ADMINISTRATORS' ASSOCIATION JACKSON, MICHIGAN

By: Named, Co

Farri's Coppage

President

By: C

Randall Cook President-Elect

THE BOARD OF EDUCATION
THE JACKSON PUBLIC SCHOOLS
JACKSON, MICHIGAN

By:

James Rice

President

Dere

Lauretta Harding

Secretary

APPENDIX A

Paid Holiday Schedule

Paid Holidays for 43/44 Week Administrators:

Labor Day
Half-day before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
Martin Luther King's Birthday Observance
Washington's Birthday Observance
Monday in March if negotiated in PNA to close schools
Half-day on Good Friday
Memorial Day

Paid Holidays for 46/47 Week Administrators:

Fourth of July
Labor Day
Half-day before Thanksgiving Day
Thanksgiving Day
Day after Thanksgiving
Half-day before Christmas Day
Christmas Day
Half-day before New Year's Day
New Year's Day
Martin Luther King's Birthday Observance
Washington's Birthday Observance
Monday in March if negotiated in PNA to close schools
Half-day on Good Friday
Memorial Day

For 1995-96 Good Friday will be treated differently among the administrators since it falls during spring break. The teachers' contract states that school will be closed the Friday before spring break if the holiday of Good Friday falls during spring break. Consequently, there is a half day of school scheduled for March 29, 1996.

The afternoon of March 29, 1996 will be considered the Good Friday holiday for 43/44-week administrators since they are not scheduled to work the week of April 1-5, 1996. However, the Good Friday holiday will be observed on April 5, 1996 for 46/47-week administrators.

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