

4694

8/31/2001

# MASTER AGREEMENT

between

**EAST JACKSON BOARD OF EDUCATION**

and

**EAST JACKSON EDUCATION ASSOCIATION  
JCEA/MEA/NEA**

**1997 - 2001**

*East Jackson Community Schools*



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## ARTICLE 1

### RECOGNITION

- A. The Board hereby recognizes the Jackson County Education Association (hereinafter called the "Association") as the exclusive bargaining representative as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel, including all teaching personnel employed by the Board (whether or not assigned to a public school building), librarians, guidance counselors, but excluding administrative and supervisory personnel, substitute teachers, clerical and custodial employees.
- B. The term "teacher" when used in this Agreement shall refer to all classroom teachers, librarians, and guidance counselors employed under an individual contract for a full year at no less than three (3) hours daily or two (2) full days per week, and term substitutes employed for sixty (60) consecutive teaching days, day-to-day substitute upon the sixty-first (61<sup>st</sup>) consecutive day, by the East Jackson Community Schools represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers. At no time will a teacher be employed for less than three (3) hours daily for the purpose of reducing the number of employees covered by the terms of this Agreement.
- C. The term "Board" or "District" shall include its officers, members and agents.

## ARTICLE 2

### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to abide with all Board of Education written policies and procedures not inconsistent with the term of this Agreement.
- B. The Board shall provide information necessary to the association to process grievances or complaints, negotiate and administer the Agreement, or otherwise perform its duty as the representative of the teachers.

Any request for information identified in the foregoing paragraph will be made by the Association President or his/her designee in writing, directed to the Superintendent. An appropriate written response shall be returned to the designated representative within five (5) working days from the date said request is received by the Superintendent.

- C. Association materials intended for distribution to parents, via the school mailing system, must have prior approval by the Board before distribution.

- D. The Association may use the school buildings for meetings if prior approval is obtained from the building principal at least twenty four (24) hours in advance. Application for use of school buildings shall be made on the school facilities use procedures. Bulletin board space, conveniently located, shall be made available to the Association.
- E. The Association may use school equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, and audio-visual equipment, when such equipment is not otherwise in use, subject to approval of the building principal. When the Association is publishing its own internal communication, it will furnish its own paper.
- F. Published agendas and notices of Board meetings shall be made available to each building representative and the Association President at the same time they are made available to the members of the Board of Education. Published Board meeting minutes will be forwarded to the local president.
- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, with approval of the building principal or his/her designee provided this does not interfere or interrupt normal school operations.

### ARTICLE 3

#### TEACHER RIGHTS AND RESPONSIBILITIES

- A. Nothing contained within this contract shall be construed to deny or restrict any teacher rights he/she may have under the Michigan general school laws, Tenure Act, or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every 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 activities for mutual aid and protection. As a duly elected body exercising governmental power under the laws 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 Constitutions 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 or application of the provisions of this Agreement or Board policies by reason of his/her membership in the Association, his/her participation in any activities of the Association or collective negotiations with the Board, or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- C. The Board and the Association agree that the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related activities. If such conduct does exist, the Board agrees to discuss the problem with the Association prior to taking any action in an effort to arrive at a satisfactory solution to the problem.
- D. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities, exclusively for teachers and at least one room which shall be reserved for use as a faculty room.
- E. It is recognized that abuse of sick leave and other leaves, chronic-tardiness or absences, willful deficiencies in professional performance, or other violations of professional behavior reflect adversely upon the teaching profession and the Board will take action to correct breaches of professional behavior.
- F. **American With Disabilities Act**
1. The Board and the Association recognize their respective responsibilities to comply with the Americans with Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, re-allocating or re-distributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preferences in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to accommodate disabilities.
  2. In accordance with these principles the district will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
  3. Employees shall be notified of the identity of the ADA Compliance Officer.
- G. The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status, or membership in, or association with, the activities of any teacher organization. The Board and the Association pledge themselves to extend the advantages of public education to every student of the district without regard to race, religion, sex, color or national origin and to achieve full equality of education opportunity to all pupils.
- H. No teacher shall be disciplined, reprimanded, reduced in status, deprived of any professional advantage, or compensation without just cause. All written information will be made available to the teacher and Association if the teacher directs.



This section shall have no application to the non-renewal of probationary teachers. The non-renewal of probationary teachers shall be administered in accordance with the procedures detailed within the Tenure Act.

- I. The Board, in recognition of the concept of progressive correction, shall notify the teacher of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction
- J. A teacher shall at all times be entitled to have present a representative of the Association, or other representative of his/her choice, when he/she is being reprimanded, warned, or disciplined for any infraction of discipline 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 is present.
- K. Formal complaints regarding a teacher made to the administration by any parent, student or other person which are considered in evaluating a teacher's performance will be called to his/her immediate attention and reduced to writing by an administrator. Any complaint that is not brought to the teacher's attention will not be used in any future disciplinary action or evaluation. Each teacher will have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Confidential credentials and related personal references obtained at the time of initial hiring, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
- L. Any material which relates to or may relate to evaluation or discipline added to the teacher's file after the initial date of employment must be signed by the teacher. No material to be used in disciplinary action against the teacher may be placed therein without allowing the teacher an opportunity to file a response thereto, and said response shall be attached to the item(s) which give rise to the response.

If the teacher is asked to sign material placed in his/her file, such signature shall be understood to indicate his/her awareness of the material but in no instance shall said signature be interpreted to mean agreement with the content of the material.

An employee believing that material contained in his/her personnel file is false or incorrect may, at his/her option, register a complaint through the grievance procedure to have said material corrected or expunged from his/her file

## ARTICLE 4

### BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:
1. To provide the executive management and administrative control of the school system and its properties and facilities, including the decision to operate or not operate such facilities, and the activities of its employees.
  2. To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such employees.
  3. To establish, modify, and/or increase or reduce classes and courses or instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.
  4. To determine appropriate and acceptable means and methods of instruction, the selection of textbooks and other teaching materials, and appropriate and acceptable use of teaching aids of every kind and nature.
  5. To determine class schedules, the hours in instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.
  6. To determine fiscal policies and authorize all expenditures of public monies.
- B. The exercise of these powers, rights, authority, duties, and responsibilities by the board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by specific and expressed terms of this Agreement and by the laws of the State of Michigan.

## ARTICLE 5

### PROFESSIONAL DUES OR FEES AND PAYROLL DEDUCTIONS

- A. The Board shall deduct dues and service fees over eighteen (18) consecutive pay periods beginning not later than the last payday in September. Deductions for teachers employed after the commencement of the school year shall be pro-rated to complete payments by the following June. The deduction of dues and service fees shall be required as a condition of this Agreement. As such, the Board shall automatically deduct dues and service fees pursuant to the authority set forth in MCLA 408.477.

In the event the Board attempts or does not live up to the provisions of the above paragraph the Association agrees to hold the Board harmless from any and all damages and judgments which may result from such action.

- B. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, and saving bonds, charitable donations and other plans or programs approved jointly by the Association and the Board. The Board shall make salary deductions for four (4) different annuity programs, the four (4) being those listed below. Additional programs may be approved by the mutual consent of the Board and the Association.

1. Prudential Insurance Company
2. Northern Life Incorporated
3. VALIC
4. MEA Financial Services

## ARTICLE 6

### WORKING CONDITIONS

A. Teaching Conditions

1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to insure the high quality of education as 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.
2. Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited and students equally distributed within grade levels and subject areas, whenever possible.

### Regular Classroom Teachers

Kindergarten through fifth grade class sizes shall not exceed thirty (30) students.

### Special Area Teachers

No more than fifty percent (50%) of the special area teachers pupil assignment shall exceed thirty (30) children per class. Because pupil loads of special area teachers differ from regular classroom teachers the schedule for said teachers shall be designed by a four (4) person committee which shall include the Superintendent, principal, the special area teacher and the building Association representative. Classroom management problems caused by pupil loads for special area teachers will be worked out by the teacher and the committee.

For the purpose of this section, special areas shall be defined as elementary art, music and physical education.

Regardless of the numbers of specials provided, the integrity of the basic instruction process shall be maintained at all times.

3. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard test and questionnaires, field trips and similar materials are the tools of the teaching profession. The Board and the association will confer for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably equipped. The teacher is responsible for utilizing instructional materials and equipment in a careful and prudent manner and to supervise the use of consumable supplies by students to make certain waste is kept at a minimum and respect for materials and supplies is taught.
4. The Board shall provide:
  - a. A separate desk with lockable drawer space and/or access to a lockable cabinet for each teacher in their assigned room.
  - b. Copies, exclusively for a teacher's use, of all texts used in each of the courses he/she is to teach.
  - c. A dictionary for the respective age group in every classroom.
  - d. Seating facilities for each student.



- e. Books and materials for each student needed in daily teaching responsibilities in programs approved by the Board.
  - f. In each of the buildings there will be a telephone extension provided for teacher use in the teacher lunchroom.
5. Teachers shall not be required to work under recognized unsafe or hazardous conditions. Teachers will report in writing to their immediate supervisor and the Association when they become aware of any unsafe or hazardous conditions.
6. One full-time qualified librarian shall be provided in the high school grades and another full-time qualified librarian shall be provided for the remaining grades.
7. **Special Education/Least Restrictive**
- a. Copies of deviation requests for special education class loads will be provided to the Association President and Association Representative(s) for the building upon submission to the Jackson County Intermediate School District and the Department of Education.
  - b. The parties acknowledge that the policy of least restrictive environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general educational classroom teacher shall be responsible for the implementation of those responsibilities applicable to the classroom teacher within the I.E.P.
  - c. A Least Restrictive Environment Committee process is hereby established:
    - (1) Section (c) of this section shall only apply to identified special education students in the following categories: Educable Mentally Impaired (EMI), Severely Mentally Impaired (SMI), Severely Multiply Impaired (SXI), Trainable Mentally Impaired (TMI), Autistic Impaired (AI), Visually Impaired (VI), Physically and Otherwise Health Impaired (POHI), Hearing Impaired (HI), Emotionally Impaired (EI) and Learning Disabled (LD).
    - (2) The building committee process will be, for this case only, composed of two (2) teachers and one (1) administrator, all of whom will be selected in accordance with the respective parties' procedures. At least one (1) of the teachers should be a special education teacher and

the other a regular classroom teacher. Other staff may be invited to attend the committee's meeting by mutual agreement of at least two of the three members.

- (3) The committee shall convene upon submission of a written request to the principal by a general education teacher who is seeking assistance in resolving problem(s) related to a student in his/her classroom. The committee shall convene within five (5) work days of receipt of the teacher's request by the building principal.
  - (4) The teacher will provide a written description of the problem(s), possible solution(s), and measures already implemented to resolve said problem(s) for the committee's consideration.
  - (5) After its review, the written recommendation of the committee will be submitted to the Superintendent for review and consideration.
  - (6) The Superintendent will submit his/her recommendations in writing following a review of the committee's recommendations. A copy of the recommendation will be forwarded to the committee members within five (5) work days of receipt of the committee's recommendation.
- d. When a general education classroom teacher is assigned a student from a special education program (EMI, SMI, SXI, TMI, AI, VI, POHI, HI, EI and LD), the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain his/her bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition. The teacher shall be informed and instructed by the administration or its agent(s) as to emergency measures which may be necessary on occasion due to the student's impaired condition prior to student attendance. Teacher(s) will not be required to transport special education students.
- e. The administration agrees to pursue providing for a substitute in the absence of the regularly assigned special education aide. Temporary assistance will be provided.
- f. No Individual Educational Planning Committee (IEPC) will be held without the regular classroom teacher at the elementary level, if known, being invited to attend or have a teaching staff representative invited to attend. At the middle school and high school levels, all teachers who will be working with

said student, will be informed of the IEPC and at least one teacher will be required to attend the IEPC. The principal will make available for the other involved teachers the information provided at the IEPC which was prepared or furnished by the staff of the JCISD. Teachers should be given two weeks advance notice of the IEPC, or as soon as the building principal is informed but not later than the end of the next regularly scheduled day of work. The teacher, if so desired, will be entitled to representation. If known, at the beginning of each school year all teachers will be provided a list of their students and their special needs.

- g. If any teacher(s), in writing, advises the district of a reasonable basis to believe that a student, falling under applicable special education statute, is not meeting the student's needs as required by law, the district will reconvene an IEPC in a timely fashion. The teacher(s) will be invited to attend the IEPC.
  - h. The district shall notify employees of the identity of its Section 504 officer as well as the procedures for requesting a Section 504 hearing.
  - i. Both parties agree that the existing step process for formulation of recommendations regarding the educational programs and services for students, the legal definitions regarding inclusive education, least restrictive environment, medically fragile students and identified student, all of which shall be posted on the teacher lounge bulletin board.
  - j. The Board shall endeavor to provide within its practical means for the equal distribution within a building of special needs students within grade levels and subject areas.
8. **Split Grades** - The school administration will make every effort to equalize the number of students in each of the two (2) grade levels, as well as possible.

B. **Teaching Hours**

- 1. All teachers shall be required to be at their assigned work stations at the beginning of the school day and leave the building at the end of the school day at a time designated by the Board. Teachers may not be required to remain at work, or in the building, for more than seven and one-quarter (7-1/4) hours per day.

Teachers shall not leave their building(s) during the prescribed workday without the approval of the building principal or his/her designee.

2. Teachers in the middle and high schools shall have a daily planning period equivalent to at least one (1) class period each day providing it does not interfere with assemblies, field trips, parent conferences, or the proctoring of examinations. Assignment to a supervised study period shall be considered a teaching period for purposes of this Article. During the life of this contract, the number of preparations for secondary teachers shall not exceed four (4).

If a teacher is assigned more than two (2) study halls, then the need for preparation periods is eliminated and shall not be granted.

3. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) minutes.
4. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. Teachers shall make daily lesson preparation, prepare each week a written lesson plan covering the following week's instruction, and attend all staff meetings, unless excused by the building principal. The Association and the Board agree that a teacher's attendance at and/or participation in PTA meetings, open houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is a professional responsibility to be exercised within the discretion of the teacher considering the nature of his/her remaining professional responsibilities.
5. If the State of Michigan law as currently found in MCLA 388.1701(3) and (4) requires that school districts reschedule Act of God days as defined in Public Act 239 of 1984, scheduled days of students and/or teacher attendance that are canceled because of such condition as defined in the Act shall be rescheduled by the district. Such rescheduling shall not affect, or otherwise require an adjustment of salary, compensation, or other benefits provided within the collective bargaining agreement.
6. A teacher's primary responsibility is his classroom or regular facility in which his/her basic assignment occurs. However, supervision of students is the teacher's responsibility during the entire school day. It is recognized, though, that supervision of students outside regularly scheduled classes, study halls, or homerooms, etc., is possible only at those times when teachers are not engaged in other professional activities. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge. It is understood, however, that such teacher cooperation shall not obligate teachers to perform duties normally and customarily performed by janitorial, custodial, clerical, or administrative staff.



7. It is recognized that teachers must utilize teaching methods and materials acceptable to and/or approved by the Board in striving for maximum student development and the attainment of student performance objectives cooperatively developed with the Association and adopted by the Board.
8. With the exception of days on which indoor recess is held due to weather conditions, elementary teachers (grade K-5) will be provided a thirteen (13) minute relief period, both morning and afternoon, each day. In addition, elementary teachers may use for preparation and conferences most of the time during which their classes are receiving instruction from various teaching specialists. The exception to this practice will occur when, in the judgment of the building principal, said teacher(s) presence is needed due to the use of a substitute specialist or by the regular specialist to help maintain discipline and/or proper curriculum management. Elementary teachers may use the time during the noon recess when their students are supervised by teacher aides for planning purposes. Teacher aides shall be provided for recess and lunch hour duties in the above schools for the duration of this contract. Additionally, the Board will endeavor to provide classroom aides and/or other instructional assistance through use of special state and federal programs whenever possible.
9. The Board shall have the right to determine if the secondary grades (6-12) will have a six or seven period day. If it becomes necessary to change the number of periods during the life of this Agreement, paragraph "B.9" may be reopened for negotiations.
10. The district reserves the right to implement what might be described as an eight (8) or nine (9) period optional day at the high school and an eight (8) period optional day at the middle school.

The assignment of teachers in such instances will be limited to those teachers hired for the purpose of staffing these positions during the course of the 1994-95 school year or thereafter and any teacher hired prior to the 1994-95 school year who volunteers for such assignment. Such assignments shall not serve to lengthen the overall length of the teacher work day set forth in Article 6.B.1. In addition, such assignments shall not create a "split day" for any teacher without said teacher's agreement.

11. No program or services shall be delivered outside the negotiated work day/work year without prior written notice to the Association.
12. The district shall confer with the Association prior to the consideration of any annexation or consolidation.

C. **School Improvement Plans**

1. "SIP" as used in this Article shall mean a school improvement plan as provided in Public Act 25 of 1990.
2. The provisions contained in this Article shall apply to all school improvement plans as provided in Public Act 25 of 1990 as well as any other plan as mutually defined by the District School Improvement Plan Council.
3. In the event any provisions of a SIP or application thereof violates, contradicts, or is inconsistent with this collective bargaining agreement, the collective bargaining agreement shall prevail to the extent required by law.
4. Per Article 27, the District's School Improvement Council (SIC) will serve as an oversight committee for the school improvement process.
5. a) If SIC meetings or activities are scheduled during an employee's regular work day, the employee shall be released from duties without loss of pay to attend the meetings. The parties shall mutually agree as to any training provided with regard to SIP. This training may include training in the following areas:
  - (1) The SBDM (Site-Based Decision Making)/SIP process/Model being proposed;
  - (2) Overview of the SBDM/SIP process, programs, and structures;
  - (3) Decision making models; and
  - (4) Problem solving and conflict resolution.b) If SIC meetings or activities are scheduled by mutual agreement beyond an employee's regular work day and/or year, the employee shall be compensated:
  - (1) Members of District SIC on a per diem basis.
  - (2) Building SIC members by Schedule C (not to exceed three persons per building).
  - (3) Personal business day or substitute pay for voluntary attendance at building or district wide workshops, in-service, or planning functions.
6. Copies of all building level school improvement plans, reports, minutes and recommendations shall be provided to the District SIC members.

7. SIC members shall not deal with any matter that the Board and Association mutually object to being considered.
8. The Board will ensure that decisions made at the school building level are made using site based decision-making.

D. **Drug and Alcohol Policies**

The use, sale, possession, distribution or being under the influence of controlled substances or alcohol is prohibited during duty time or at school sponsored activities..

E. **Communicable Disease Control Policy/Blood Borne Pathogens**

1. The Board shall make available to its employees a copy of its exposure plan. The copies can be reviewed at easy access points throughout the district.
2. In addition, the Board will make available to all employees training on blood borne pathogens and other infectious materials.
3. Each employee shall have the right to appeal the determination regarding receiving the Hepatitis B vaccine to the Superintendent. The Superintendent's decision shall be final.

**ARTICLE 7**

**NO STRIKE**

Neither the Association nor individual teachers shall at any time during the life of this Agreement authorize, cause, or engage in, or sanction ;any strike, or work stoppage against the East Jackson Board of Education. For the purpose of this Agreement, a strike is defined as the failure to report for duty, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part from the full, faithful, and proper performance of duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions of employment, compensation, or the rights and privileges or obligations of employees of the East Jackson Board of Education. If, during the life of this Agreement, the Association authorizes, causes, or engages in any strike against the East Jackson Board of Education as defined above, the Association recognizes that the Board may declare this Agreement null and void.

## ARTICLE 8

### VACANCIES, TRANSFERS AND PROMOTION

#### A. Vacancies and Promotions

1. A "vacancy" shall be defined as a position, newly created, reinstated, or resulting from termination, death, retirement and upon the execution of "a" through "e" below of this section.

Teaching positions shall be filled according to the following order of teacher situation priority in conjunction with the criterion set forth in Section A(3):

- a. Teacher with return rights under Article 13 (A-7).
  - b. Teacher(s) with a request for transfer on file as set forth in Section B-1 of this Article.
  - c. Teacher(s) who apply during the posting period as set forth in Section A-2 of this Article.
  - d. Involuntary transfers as set forth in Section B-2 of this Article. This section shall not be construed to restrict the district's right to implement involuntary transfers under Section B-2, make assignments under B-3 or to require the transfer of a teacher to facilitate the recall of a teacher under Article 13 (A-5).
  - e. Recall of a teacher(s) as set forth in Article 13 of this Agreement.
2. Whenever any vacancy in any professional position (administrative or teaching) in the district shall occur, the Board shall publicize the same by posting such vacancy on the teachers' bulletin board in every school building. No vacancy shall be filled until such vacancy shall have been posted in accordance with the above provision for seven (7) days. During the vacation periods the Board shall send notice of any vacancy occurring in the district to all teachers.
  3. Any qualified teacher may apply, in writing, for such vacancy. In filling such vacancy, the Board agrees to give equal weight to the following:
    - a. Certification



- b. Length of service within the District
- c. Professional qualifications and attainments

The choice of the individual selected to fill an administrative vacancy is reserved solely to the Board and is not subject to the grievance procedure.

- 4. New teachers hired after July 1, 1994 classified as special education staff will not be considered for general education vacancies unless:
  - a. They have had prior general education experience at the vacancy level (elementary/secondary); or
  - b. With the Superintendent's concurrence.
- 5. If a vacancy should exist one (1) week prior to the opening day of school or, occur during the school year, such vacancy may be filled by a term substitute, and shall be paid at the rate for which they would be eligible under regular contract.

**B. Transfers**

- 1. Requests by a teacher for a transfer to a different class, building, or position shall be made in writing, on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy shall be filed with the Association. The application shall set forth the reasons for transfer, the school year, the school, grade or position sought, and the applicant's academic qualifications. Request for transfer will be valid for a specific school year and shall expire with the ending of said school year.
- 2. An involuntary transfer will be made only in case of an emergency, to prevent undue disruption of the instructional program, or to achieve the layoff of the least senior personnel in case of necessary staff reduction. The Superintendent shall notify the affected teacher and the Association of the reasons for such transfer.
- 3. All teachers shall be given written notices of their assignment for the forthcoming year no later than the fifteenth (15<sup>th</sup>) day of June, except in a year when millage election result necessitates staff assignment changes, then such assignment shall be given by June 30.

In the event that changes in such schedules are proposed, all teachers affected shall be notified by the Superintendent in writing. A teacher wishing to have a consultation must request the consultation within ten (10) days of the post date of the notification. Only by mutual agreement will changes in teachers' schedules be made later than the fifteenth (15<sup>th</sup>) day of August preceding the commencement of the school year, except in cases of reduction of staff, or the instance where the change

is made to facilitate a request for accommodation by a teacher with a legally recognized, bona fide handicap.

## ARTICLE 9

### LEAVES OF ABSENCE

#### A. Leaves of Absence - Paid, Chargeable to Sick Days

1. Absence due to illness or non-vocational accident of a teacher.
2. Absence due to illness or disabling accident of a teacher's immediate family, limited to twelve (12) working days per year. Additional days will be available without pay.

Illness in the immediate family:

- a. The teacher may use accumulated sick leave for emergency illness in the family which requires the teacher to make arrangements for care.
  - b. The teacher may use no more than three (3) consecutive days of sick leave for illness or disabling accident of a teacher's marital in-laws or grandparents.
  - c. "*Immediate family*" is defined as father, mother, son, daughter, sister, brother, husband and wife.
3. The teacher may use all or any portion of his/her sick leave to recover from his/her own illness which shall include childbirth or complications of pregnancy.

In the event a teacher is absent more than ten (10) consecutive days or if the Board has cause to believe that sick leave is being abused, he/she may be required to present a certificate verifying illness from a Board approved doctor to have these days count as sick days. The Board shall pay the cost of the exam. In the event the Board decides to deny continuation of benefits, the Association may take steps to arbitrate the issue:

4. a. At the beginning of the school year each teacher shall be credited with twelve (12) sick days, three (3) of which may be used as personal business days. The unused portion of such allowance shall accumulate from year to year to a maximum of one hundred fifty-four (154) days.
- b. A teacher who begins employment after the beginning of the school year will receive a proration of the twelve (12) sick days entitlement.

- c. The Superintendent, with the concurrence of the local Association President, may honor a request of a bargaining unit member to have sick and/or personal days advanced from a future year(s). Said approval or denial of such request is not subject to the grievance procedure.

If a bargaining unit member quits the district prior to earning back the day(s) advanced above, such member will:

- (1) Reimburse the district for each unearned day at the substitute rate: or
  - (2) Make arrangements acceptable to the Superintendent to work off said day(s).
5. Absence due to injury or illness covered by worker's compensation incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave for the first five (5) days of such absence. Following this period, the employee may choose (1) to receive worker's compensation benefits only with no charge against sick leave, or (2) to receive salary in addition to worker's compensation benefits to achieve normal pay level with that salary charged against sick leave on a prorated basis. The Board shall pay to such teacher the difference between his salary and benefits received under the Michigan Worker's Compensation Act until accumulated sick leave is exhausted.
  6. Three (3) personal business days may be used for any purpose at the discretion of the teacher, with prior approval of date obtained from the building principal, except in case of emergency. Teachers will be asked to explain a requested leave of absence from work before or after vacation periods. Reasonable restrictions will be imposed on personal leave on such days. Absence from duty without pay will be authorized only in situations of extreme emergency.
  7. Time necessary for attendance at a funeral service of a member of the immediate family will be limited to the use of seven (7) accumulated sick days. Additional days will be available without pay. Immediate family for this purpose shall be defined as father, mother, mother-in-law, father-in-law, foster parents, grandparent, son daughter, sister, brother, husband, wife or other person upon whom the teacher was dependent as a minor child. One (1) day of accumulated sick leave, per occurrence, will be permitted to attend the funeral of a sister-in-law or brother-in-law.
  8. A record of accumulated leave days will be furnished each teacher no later than sixty (60) days from the start of school.

9. Teachers shall be informed of a telephone number they will call before 6:30 a.m. to report each day of unavailability for work, and by 2:30 p.m. of the same day their tentative unavailability for the next day, whenever possible (but in no case later than 7:00 a.m. or 3:00 p.m. respectively).
10. Sick day charges amounting to less than one day shall be prorated for that portion of the school day only.

**B. Leaves of Absence Paid - Not Chargeable to Sick Day**

1. Jury Duty - The teacher granted leave with pay for this purpose will provide evidence of the amount of pay received from the court in order that the teaching salary received during the period might be reduced a like amount.
2. Court Appearance as a Witness - In cases connected with the teacher's employment, or whenever the teacher is subpoenaed to attend any proceeding, providing the case does not involve an action against the Board or Association. The teacher granted leave with pay for this purpose will provide evidence of the amount of pay received from the court in order that the teaching salary received during the period might be reduced a like amount.
3. Association Days - The Association will be allowed a total of twelve (12) school days with pay per school year for teachers who are officers of the Association or designees of the Association or are appointed by its staff to attend official sessions of the MEA Representative Assembly and other local, state, or national business. Three (3) days notice must be given to the Board by the Association for such leaves of absence and reimbursement by the Association will be made to the district for the substitute pay, except that the three (3) day notice may be waived by the building principal if circumstances warrant it. These days shall not be used for purposes of supporting strikes and/or other activities of a public nature with respect to protest of contract negotiations in any other school district.

**C. Leaves of Absence without Pay**

**1. General Provisions Related to all Leaves**

Leaves of absence without pay may be granted to all teachers in the district. Duration of the leave shall be for one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Board at least one (1) month prior

to the effective date of the requested leave for approval, except in cases of emergency, and shall state the expected date of return from such leave.

If an extension of such leave is desired, a written request prior to thirty (30) days before the expiration of such leave must be presented to the Board for its approval, except in cases of an emergency.

Earned sick leave as provided in Paragraph "A" of this Article, which had accumulated to the teacher while on active duty, will be reinstated when the teacher has returned to active teaching duty. No additional days of sick leave shall accumulate during any leave of absence without pay.

During leave of absence, no additional time accrues toward seniority.

## 2. **Types of Leaves**

- a) **Ill Health/Disability** - Such leaves of absence which extend beyond time compensated under leave with pay must be accompanied by a statement from the attending physician verifying that the employee's health condition precludes his/her continued satisfactory performance of his/her assigned duties. A request to return to regular duties with the District must be accompanied by a statement from a physician that he/she is able to resume his/her regular duties. No experience credit on the salary schedule shall be granted. In the event of medical complications, the termination of leave may be adjusted by the Board upon the request of the teacher. Pregnancy or pregnancy-related conditions are considered a disability.
- b) **Illness in Immediate Family** - *Immediate family*" is defined as in Paragraph A.3 (c). No experience credit on the salary schedule shall be granted.
- c) **Parental Leave** - Parental leave without pay shall be granted upon request to teachers, upon the birth of a child, up to a maximum of one (1) year, for the purposes of child care. Notice requirements and experience credit shall be the same as in C.1. of this Article
- d) **Adoptive Leave** - Adoptive leave without pay, if requested by the adoptive parent, shall be granted for a period not to exceed one (1) year. Notice requirements and experience shall be the same as in C.1. of this Article.
- e) **Advanced Study** - Teachers may be granted a leave of absence without pay for the purpose of completing requirements of permanent certification or obtaining an advanced degree. No experience credit on the salary schedule will be granted.



- f) **Association Leadership** - Upon written application, a leave of absence of one (1) fiscal year shall be granted to any teacher for the purpose of serving as an officer of the Jackson County Education Association, Michigan Education Association, and National Education Association, or upon their staffs without pay, seniority, credit, or fringe benefit. The leave may be extended by the Board upon written request of the teacher.
- g) **Other Leaves** - Teachers may be granted a leave of absence without pay for personal reasons provided the Board determines such a leave to be in the mutual best interest of the teacher and the District. No experience credit on the salary schedule shall be granted.

2. **Return From Leave of Absence**

- a) Any teacher wishing to return from leave of absence at a date other than that for which the leave was granted, must make such request in writing to the Board at least ninety (90) days in advance subject to Board approval. The teacher shall notify the Superintendent of the date on which he/she shall be reporting for duty at least ninety (90) days prior to his/her return. A teacher expecting to return to duty at the beginning of the next school year shall notify the Superintendent at least thirty (30) days prior to the end of the school year.
- b) A teacher returning from leaves without pay, including Ill Health/Disability, Illness in Immediate Family, Parental Leave and Adoptive leave, of not more than one (1) school year shall be offered their same assignment(s) upon return, provided that assignment(s) is still in existence. If the position is eliminated while a teacher is on a leave of absence, he/she shall maintain all rights granted in Article 13 relating to reductions in personnel.
- c) Teachers returning from leaves without pay, including Advanced Study and/or Association Leadership, and leave extensions over one (1) school year, shall be offered an assignment comparable to that held by the teacher before going on leave, when such is available.
- d) In all cases, the planned return date from leaves without pay must coincide with the beginning of the first or second semester of the school year.
- e) If the salary schedule has changed during an employee's leave of absence, his basic salary shall be changed according to his service record, except as otherwise provided in this Article.

D. **Family and Medical Leave Act of 1993**

Leave provisions of this Agreement shall be construed consistently with the requirements of the Act. However, if the leave provisions under this Article are more generous, this Agreement shall prevail.

E. **Temporary Assignment**

Teachers who are placed on a special assignment by the Board within the school system and who are away from their regular teaching position shall be offered their previous assignment on completion of the special assignment.

**ARTICLE 10**

**PROFESSIONAL COMPENSATION**

A. The basic salaries of teachers covered by this Agreement are set forth in Schedule A, which is attached to and incorporated in this Agreement.

B. The salary schedule is based upon the regular school calendar as set forth in Appendix E.

For the 1997-98 school year this shall consist of one hundred eighty-five (185) days of teacher obligation of which one hundred eight-one (181) are student instruction days and one (1) is for professional development. For the 1998-99 school year this shall consist of one hundred eighty-seven (187) days, of which one hundred eighty-two (182) are student instruction days and two (2) are for professional development. For the 1999-2000 school year this shall consist of one hundred eighty-nine (189) days of teacher obligation, of which one hundred eighty-three (183) are student instruction and three (3) are for professional development. For the 2000-2001 school year this shall consist of one hundred ninety-one (191) days of teacher obligation, of which one hundred eighty-four (184) are student instruction and four (4) are for professional development.

During the first year of employment, new teachers may be required to report for work for one (1) day prior to the start of the regular work year for all teachers without additional compensation.

In the event the calendar or any other provision of this Agreement creates a condition whereby the district is not able to meet the number of days or hours of instruction to receive full state aid payments or professional development requirements, the Superintendent and representatives of the Association will immediately negotiate the necessary adjustments to assure compliance at no added salary cost to the district.

C. **Additional Assignments**

For voluntary classroom assignments in excess of the normal class teaching hours, a teacher will be reimbursed up to one fifth (1/5) of his/her salary. Substitute teaching during a teacher's regular unassigned preparation period will be compensated at the rate of \$17.12 per period in 1997/98, \$17.59 per period in 1998/99, \$18.07 per period in 1999/2000, and \$18.57 per period in 2000/2001.

Teachers who voluntarily attend in-service days that are offered beyond the regular school year will have a choice of compensation at the Board established substitute pay per diem or an additional personal business day.

A high school or middle school teacher who voluntarily accepts an additional classroom assignment in excess of his/her normal class teaching load (teaching preparation period) will be reimbursed via the following formula:

Teacher's yearly salary divided by 12 (6 assignments per two semesters) = Total X. Total X divided by number of days in current semester equals daily rate for said class. Number of days assigned times daily rate equals compensation.

D. **Mileage Reimbursement**

Any teacher whose duties require regular occasional travel between two (2) or more schools will be reimbursed at the current IRS mileage rate, or higher if the Board so determines, and will be calculated and paid separately from the regular wages. The Board will publish a mileage listing between schools. The rate shall also apply for someone requested by his/her principal to use his/her personal car for school business travel. Any teacher whose duties require daily travel between two (2) or more schools will be paid a lump sum at the end of each semester in accordance with the following schedule:

	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>	
Memorial to Robinson	\$ 78.	80.	82.	84.	Per semester
Memorial to High School	\$ 44.	45.	46.	47.	
Memorial to Middle School	\$148.	152.	156.	160.	
Robinson to Memorial	\$ 78.	80.	82.	84.	
Robinson to Middle School	\$ 35.	36.	37.	38.	
Robinson to High School	\$ 51.	52.	53.	54.	
High School to Robinson	\$ 51.	52.	53.	54.	
High School to Memorial	\$ 44.	45.	46.	47.	
High School to Middle School	\$107.	110.	113.	116.	
Middle School to High School	\$101.	104.	107.	110.	
Middle School to Robinson	\$ 35.	36.	37.	38.	
Middle School to Memorial	\$143.	147.	151.	155.	

E. **Experience Credit**

Credit for teaching experience outside the system shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is deemed appropriate. Those employees currently employed by the district shall not be affected by this Article.

F. **Increment Credit**

1. Increments become effective September 1 of each year and advancement under the salary schedule, which shall include advancement to a higher salary scale, shall be automatic as of the beginning of each semester following completion of required academic or professional courses. Master pay scale also covers a BA + 30 semester hours or the equivalent. (BA + 30 semester hours or the equivalent = MA scale) All certified employees employed by the Board after September 1, 1973 will be awarded master pay scale only if they possess a master's degree and are assigned to teaching predominantly within the area of the master's degree major or attain one of the following appropriate master's degrees - Elementary Reading, Counseling, Elementary Curriculum, Elementary Education, Testing and Measurements, Education of Exceptional Children or any other subject matter of Elementary Curriculum - Secondary Reading, Counseling, Secondary Curriculum, Secondary Education, Testing and Measurements, Education of Exceptional Children.

The Superintendent, with the concurrence of the local Association President, may grant credit on the master's pay scale if the teacher possesses a master's degree in an education related field not indicated above. However, said granting or denial shall not be subject to the grievance procedure.

2. Upon prior written approval by the Superintendent, credit for the BA+30 or MA+30 may be granted for courses taken at a junior college or in an approved training program in such areas as computer science, work processing or robotics. A decision by the Superintendent on this issue shall be final and non-grievable.

G. Part time teachers' salaries shall be pro-rated on the salary schedule and shall receive pro-rated insurance benefits.

H. Services of an extra-curricular or co-curricular nature shall be on an individually assigned basis between the teacher performing the service and the Board. No such assignment shall exceed a duration of one (1) year. Wages to be paid for teachers' services of this nature shall be set forth in Appendix B and C of this Agreement.

I. In appreciation for services to the district, a terminal leave payment of 1/4 of 1% per year of the retiring year's pay, not to exceed a maximum of 5%, will be paid to all teachers qualifying for retirement under the Michigan Retirement Act, upon retirement, provided this

teacher shall have been employed in the school district for ten (10) years or more. In addition the teacher will receive one half (1/2) of the current substitute teacher pay for each day of unused sick leave up to a maximum of ninety five (95) days.

J. **Fringe Benefits**

The Board shall provide without cost to the bargaining unit members the following MESSA-PAK Plans A and B for a full twelve (12) month period for the bargaining unit member and his/her entire family.

**PLAN A For those employees needing health insurance**

Super Care 1 with \$50/person or \$100/family deductible paid by teacher

Long Term Disability	66 2/3% 90 calendar days modified fill \$2,500 maximum Freeze on offsets Alcoholism/drug addiction 2 year Mental/nervous same as any other illness
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Delta Dental	E 007 (80/80/80: \$1,300) COB
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Negotiated Life	\$20,000 AD&D
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Vision	VSP-2
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**PLAN B For those employees not needing health insurance**

Delta Dental	Auto + 007 (80/80/80: \$1,300) COB
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Vision	VSP-3
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Negotiated Life	\$20,000 AD&D
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Long Term Disability	Same as in Plan A above
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K. Bargaining unit members will select either Plan A or Plan B. Bargaining unit member electing Plan B shall be provided with the following amounts in cash under a qualified cafeteria plan which may be retained as such or alternatively used to purchase plans available under Article 5 (D) of this Agreement.



<u>Number of Enrollees</u>	<u>Monthly Contribution</u>
Less than 10	\$ 80.00
10-12	\$160.00
More than 12	\$200.00

- L. Employees covered by this Agreement shall fill out appropriate forms as indicated by the insurance carrier during the open enrollment period as set forth by the insurance carrier. Should the insurance carrier allow other than new employees to make application and receive coverage at a time other than the normal opening period, it will be allowed and the Board will assume the premium cost from the date of filing of application.
- M. The Board will be responsible for providing insurance information applications and claims materials as they are available from the insurance carrier. The Board shall not be responsible for an employee's failure to make proper application for him/herself or members of the family.
- N. Coverage is subject to the rules and regulations of the carrier.
- O. **National/State Health Care**

Should the national and/or state government mandate that the Board provide a specific level and/or plan of health coverage, the Board agrees to bargain over the implementation of said mandate and its effect upon the collective bargaining agreement and insurance coverage for members of the bargaining unit.

## ARTICLE 11

### **PROFESSIONAL GRIEVANCE PROCEDURE**

- A. A claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.
- B. The grievant may invoke the formal grievance procedure on the form set forth in annexed Appendix F, signed by the grievant and an Association Representative in the building. Within ten (10) school days of the occurrence or discovery of same alleged violation, a copy of the grievance form shall be delivered to the principal or supervisor. If the grievance involves more than one school building, or alleges a Title VII violation by the principal/supervisor, it may be filed with the Superintendent or a representative designated by him/her.

- C. Within five (5) school days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate his/her disposition of the grievance in writing within five (5) school days of such meeting and shall furnish a copy thereof to the Association.
- D. If the Association is not satisfied with the disposition of the grievance, or, if no disposition has been made within five (5) school days from the meeting or ten (10) school days from the date of filing, whichever shall be later) the grievance shall be transmitted to the Superintendent. Within five (5) school days the Superintendent or his designee shall meet with the Association on the grievance and shall indicate his disposition of the grievance in writing within five (5) school days of such meeting, and shall furnish a copy thereof to the Association.
- E. If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration in accordance with the following:
1. **Appeal to the Arbitrator** - The Jackson County Education Association will notify the Board and American Arbitration Association in writing within thirty (30) days of its intent to arbitrate the grievance; provided, however, the following shall not be appealed:
    - a. The termination of services or failure to re-employ any probationary teacher.
    - b. Those areas in which the Tenure Act or state or federal discrimination statutes prescribes a procedure or authorizes a remedy. An unpaid suspension of three (3) days or less shall be treated as a discipline, not a tenure matter.
    - c. The failure to re-employ any teacher in an extra-curricular position.
  2. **Selection of the Arbitrator** - The matter shall be referred to the American Arbitration Association (AAA) for the selection of an impartial arbitrator in accordance with all applicable rules of the AAA.
  3. **Powers of the Arbitrator** - The award of the Arbitrator shall be final and binding, provided, however, such decision is within the scope of the Arbitrator's authority as described below:
    - a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.
    - b. The arbitrator shall not substitute his/her judgment for that of the parties.

- c. The arbitrator shall not consider any new allegations or charges which have not been presented in pre-arbitration grievance steps.
  - d. The arbitrator's power shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied any of the terms of this Agreement.
  - e. Awards by the arbitrator will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event shall the award be made retroactive more than thirty (30) days prior to the date upon which the grievance is filed.
4. **Arbitrator's Fees and Expenses** - The fees and expenses of the arbitrator shall be shared equally by both parties. The grievant and the East Jackson Education Association President or his/her designee shall not lose pay for time off the job while attending the arbitration proceedings.
- F. 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 15 of any year and adherence to the same time limits may result in hardship nevertheless, the Superintendent shall process such grievance prior to the end of the school term.
- G. The grievant shall be present at each level of this procedure.
- H. If an individual teacher has a person complaint which she/he desires to discuss with a supervisor, she/he is free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association and opportunity for any adjustment of a grievance shall not be inconsistent with the terms of this Agreement in the administration of the grievance procedure. The interests of the teachers shall be the sole responsibility of the Association.

## ARTICLE 12

### **TEACHER EVALUATION**

- A. All monitoring or observation of work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. The performance of all teachers shall be evaluated in writing.
  - 1. **Probationary Teachers**

- a. Probationary teachers shall be evaluated at least three (3) times a year, by their principal. At least two (2) of these evaluations shall be based on at least an observation for a minimum of thirty (30) minutes, held at least sixty (60) days apart.
  - b. Probationary teachers shall be provided with an Individualized Development Plan (IDP) developed jointly between the teacher and his/her immediate supervisor and consistent with evaluation criteria.
2. **Tenure Teachers**
- a. Tenure teachers will be evaluated at least once each year by their principal based on at least an observation for a minimum of thirty (30) minutes not later than two (2) weeks before the end of the school year,
  - b. Tenure teachers who receive a less than satisfactory evaluation shall be provided and IDP with specific concerns noted along with specific directions for improvement, reasonable time lines, and available administrative assistance.
3. All observations for the purpose of evaluation shall be in person with full knowledge of the teacher. For formal observation of thirty (30) minutes or more, the teacher shall be given a written appraisal which may become part of the teacher's formal evaluation. If the teacher invites the principal into the room, it shall not be considered a formal observation.
4. IDP forms shall be attached to this Agreement as Appendix E.
- C. A copy of each written evaluation shall be submitted to the teacher at the time of personal interview, which shall be held within ten (10) days after the observation. The teacher shall sign the original and retain a duplicate copy. In the event that the teacher feels his evaluation was incomplete or unjust, he/she may put his/her objections in writing and have them attached to the evaluation before it is placed in the file. Any evaluation by an administrator shall be subject to the grievance procedure.
- D. A copy of the final evaluation report of each teacher shall be furnished to the teacher. If the report contains any information not previously made known to and discussed with the teacher, the teacher shall have an opportunity to submit additional information to the Superintendent.

## ARTICLE 13

### REDUCTION IN PERSONNEL

- A. It is recognized by the parties of this Agreement that conditions such as lack of finances, changes in educational programs and decreases in enrollments may necessitate reduction in the teaching staff. In order to promote an orderly reduction, the following procedure will be used
- B. In the event layoffs are potentially necessary, the Board shall discuss such layoffs with the Association at least forty-five (45) days prior to the end of the previous school year. Should it be necessary to reduce staff during the school year, the board will discuss potential reduction(s) with the JCEA prior to notice(s) being sent per Section C.5 of this Article.
- C. In the event that it becomes necessary to reduce the number of teachers through layoff from employment by the Board, then the teachers with the most seniority, as hereinafter defined, who are certified and qualified to teach the remaining positions shall be retained, except that probationary teachers shall be laid off first, according to seniority. Teachers must meet the standards established by the North Central Accreditation Association for assignment under the terms of this Article.
  - 1. "*Seniority*" shall be defined as continuous service with the East Jackson Community Schools, beginning with the date of hire (the teacher's first work day). Teachers who have severed employment as a teacher and then return to the bargaining unit shall be considered new hires for the purpose of calculating seniority. Provided that administrators employed by East Jackson Community schools on or before September 1, 1980 shall retain seniority for any employment as a classroom teacher in East Jackson Community Schools acquired prior to September 1, 1980. Teachers who were term substitutes immediately prior to their appointment to a regular teaching position shall accrue seniority for the period served as a term substitute.
  - 2. Teachers whose seniority dates are the same shall have their respective seniority rank determined by drawings with Association and Board representation present.
  - 3. On or about March 1, the Board shall provide to the JCEA office a complete up-to-date seniority list which shall include name, address, certification, and first working day in the school district. Said seniority list will rank teachers according to those with most seniority to those with least seniority. As additions or deletions occur, the Board will notify in writing the JCEA office.
  - 4. If upon receipt of the seniority list, the JCEA/EJEA believes the list to be accurate, the JCEA/EJEA will notify the Superintendent in writing so the error, if any, can be corrected.



5. The Board shall give thirty (30) days written notice of layoffs to the Association and the individuals involved. It is further agreed that any layoff pursuant to this Article shall suspend for the duration of the layoff the Board's obligation to pay salary and fringe benefits under any teacher's individual employment contract or under this collective bargaining agreement. During the period of layoff, the teacher accrues no service time counting toward seniority or salary schedule placement. The teacher experiencing layoff shall retain accumulated sick leave and seniority accrued at the time of layoff as the layoff period shall not be considered a break in continuous service for these purposes
6. The Board shall recall laid off teachers in inverse order of layoff provided they are certified and qualified for the positions available. The Board shall give written notice of recall from lay-off by sending a registered or certified letter or telegram to said teacher, as his/her last known address. It shall be the responsibility of each teacher to notify the Board of any change in address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoffs, recall or other notice to the teacher. If a teacher fails to notify the Board within ten (10) school days from the date of mailing of the recall of his intention to return to work, unless an extension is granted in writing by the Board, said teacher shall be considered a voluntary quit.
7. The recall list shall be maintained for a period of three (3) years, or as required by the Tenure Act. Thereafter, a teacher on layoff shall lose his/her right to recall.
8. Where programs have been terminated and reinstated, teachers have a right to return to their former positions, provided said termination occurred less than three (3) years prior to the time of reinstatement.

## ARTICLE 14

### STUDENT DISCIPLINE AND TEACHER PROTECTION

#### A. Student Discipline

1. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the schools. The Board further recognizes its responsibility to make every reasonable effort to place problem children in special programs designed to meet their needs. 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

the necessary steps to relieve the teacher of responsibilities with respect to such pupil.

2. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall provide all reasonable legal assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.
3. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

**B. Teacher Protection**

The Board will reimburse the teacher for loss, damage or destruction of clothing or personal property which is used for instruction, or auto collision, if the auto is being driven on approved school business provided that:

1. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs while the teacher is engaged in school business.
2. The loss is not a result of negligence on the part of the teacher.
3. The limitation in payment in each case is \$100 for clothing (no payment for hosiery), \$100 for auto collision losses, and \$100 for personal property.
4. Applications for payment must be made on forms provided by the Superintendent, affirming the validity of the claim and that the loss is not covered by the teacher's personal insurance.
5. All claims must be filed within ten (10) school days of date of occurrence or discovery of loss.

**ARTICLE 15**

**NEGOTIATION PROCEDURE**

- A. At least one hundred twenty (120) days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for a successor Agreement.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. 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, the parties mutually pledge that their representatives will be clothed with necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations contingent upon Board approval.

- C. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary, limited to no more than three (3) teachers at any one time.

## ARTICLE 16

### PROFESSIONAL EDUCATIONAL CONFERENCES

Upon application, permission may be granted for a teacher to attend professional educational conferences in his/her teaching field if approved by the principal and Superintendent, or if requested to attend such meetings by the Administration or Board of Education.

## ARTICLE 17

### PROFESSIONAL DEVELOPMENT COUNCIL

- A. Membership of the Council shall consist of five (5) teachers appointed by the Association, and the five (5) persons designed by the Board. Names of Council members will be posted jointly by the Association and the Board no later than the close of the first month of each school year.
- B. The Council shall meet no more than once each month during the school day if the need for such a meeting is determined by either the Association or the Board. No more than one (1) additional meeting each month will be held, if need is determined, outside the school day, as scheduled by a majority vote of Council members.
- C. Although the Council is not a policy making body, it shall discuss and recommend to the Superintendent and the Board regarding subjects relating to teaching and the school system and other items deemed appropriate by a majority of the Council.

## ARTICLE 18

### MENTOR TEACHER

- A. For the first three (3) years of his or her employment in classroom teaching, a teacher will be assigned to a "*master teacher(s)*" who will serve as a mentor(s) to the new teacher.

During this three (3) year period, the new teacher will also undergo professional development training including training in classroom management and instructional delivery.

During this three (3) year period, professional development training will be based on a professional plan and will include not less than fifteen (15) days of professional development, experiencing effective practices in university-linked professional development schools and regional seminars conducted by master teachers and other mentors.

The professional development plan will be consistent with the requirements in the Teacher Tenure Act regarding a teacher's probationary period observations, evaluations and individualized development plan.

B. A mentor teacher shall be assigned in accordance with the following:

1. The mentor teacher shall ordinarily be a tenured member of the bargaining unit.
2. Participation as a mentor teacher shall be voluntary.
3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification(s).
4. Either the mentor teacher or the mentee may request a change in their mentor/mentee assignment at any time.
5. Because the purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential for evaluation purposes of the mentor teacher or the mentee. Neither the mentor teacher nor the mentee shall be permitted to participate in the evaluation of the other. Further, the mentor teacher shall not be called as a witness in any grievance hearing involving the mentor teacher's evaluation.
6. Any time required by management for the mentor teacher outside the regular work day and work year shall be compensated at his/her per diem rate.

## ARTICLE 19

### PUBLIC SCHOOL ACADEMIES

- A. The district will provide notice to the Association regarding a public school academy application made to the district.
- B. Should the district consider the authorization of a public school academy charter or contract with any other K-12 district, ISD, community college or other body authorized to grant such contract, the district agrees to bargain over the impact of such charter upon this Agreement.

## ARTICLE 20

### MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. 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 an individual contract hereinafter 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 this Agreement, this Agreement, for its duration, shall be controlling.

## ARTICLE 21

### BINDING EFFECTIVE AGREEMENT

This Agreement shall be binding upon the parties hereto, their successors and assigns.



ARTICLE 22

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1997 and shall continue in full effect until the 31<sup>st</sup> day of August, 2001, with option for an appeal by both the Board and the Association to negotiate specific sections if approved by mutual agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Jackson County Education Association

East Jackson Community Schools  
Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_

East Jackson Education Association

By: \_\_\_\_\_

**APPENDIX A  
SALARY SCHEDULE**

**1997-98**

Step	BA	MA	MA+30
1	29,140	31,039	29,776
2	30,557	32,636	32,813
3	31,984	34,240	34,300
4	33,403	35,845	37,608
5	34,822	37,446	39,291
6	36,242	39,049	40,972
7	37,664	40,651	42,654
8	39,083	42,255	44,337
9	40,503	43,861	46,022
10	41,925	45,464	47,707
11	43,348	47,069	49,393
12	44,779	48,676	51,071

**1998-99**

Step	BA	MA	MA+30
1	29,941	31,893	30,595
2	31,397	33,533	33,715
3	32,864	35,182	35,243
4	34,322	36,831	38,642
5	35,780	38,476	40,372
6	37,239	40,123	42,099
7	38,700	41,769	43,827
8	40,158	43,417	45,556
9	41,617	45,067	47,288
10	43,078	46,714	49,019
11	44,540	48,363	50,751
12	46,010	50,015	52,475

**LONGEVITY: (For 1997-2000)**

**15 Years - 1.00%**

**20 Years - 1.50%**

**25 Years - 1.75%**

**APPENDIX A**  
**1999-2000**

Step	BA	MA	MA+30
1	30,764	32,770	31,436
2	32,260	34,455	34,642
3	33,768	36,150	36,212
4	35,266	37,844	39,705
5	36,764	39,534	41,482
6	38,263	41,226	43,257
7	39,764	42,918	45,032
8	41,262	44,611	46,809
9	42,761	46,308	48,588
10	44,263	47,999	50,367
11	45,765	49,693	52,147
12	47,275	51,390	53,918

**2000-2001**

Step	BA	MA	MA+30
1	31,610	33,671	32,300
2	33,147	35,403	35,595
3	34,697	37,144	37,208
4	36,236	38,885	40,797
5	37,775	40,621	42,623
6	39,315	42,360	44,447
7	40,858	44,098	46,270
8	42,397	45,838	48,096
9	43,937	47,579	49,924
10	45,480	49,319	51,752
11	47,024	51,060	53,581
12	48,575	52,803	55,401

**LONGEVITY: (FOR 2000-2001)**

**15 YEARS - 1.25%**

**20 YEARS - 1.75%**

**25 YEARS - 2.00%**

## APPENDIX B

### EXTRA CURRICULAR COMPENSATION - ATHLETICS

<u>Football</u>	<u>Percent</u>
Head Coach	12.5%
Varsity Assistant Coach	8.5%
Junior Varsity Coach	8.5%
Junior Varsity Assistant Coach	8.5%
Middle School Coach - 7 <sup>th</sup> Grade	6.0 % (Full MHSAA Season/Practice(s))
Middle School Coach - 8 <sup>th</sup> Grade	6.0 %
Middle School Asst. Coach	5.0 %

  

<u>Basketball</u>	
Head Coach - Boys	12.5%
Reserve Coach	10.5%
Freshman Coach	8.5%
Head Coach - Girls	10.5%
Junior Varsity Girls	9.0 %
Freshman Coach - Girls	7.0%
8 <sup>th</sup> Grade - Boys or Girls	6.0 %
7 <sup>th</sup> Grade - Boys or Girls	6.0 %
Middle School Asst. Coach	4.0 %

  

<u>Wrestling</u>	
Head Varsity Coach	10.0%
Varsity Assistant Coach	8.5%
Middle School - 7 <sup>th</sup> & 8 <sup>th</sup> Grades	6.0 %
Middle School Asst. Coach	4.0 %

  

<u>Cross Country</u>	
Head Coach - Girls	6.5%
Head Coach - Boys	6.5%
Assistant Coach	4.0%
If one Co-ed Team	8.0%
Middle School Coach	4.0%

Track

Head Coach Varsity - Boys	8.5%
Head Coach Varsity - Girls	8.5%
Varsity Assistant Coach	7.0%
Middle School - Boys	7.0%
Middle School - Girls	7.0%
Middle School Assistant	4.0%

Volleyball

Varsity Coach	10.5%
Junior Varsity Coach	9.0%
Freshman Coach	7.0%
Middle School Girls - 7 <sup>th</sup>	6.0%
Middle School Girls - 8 <sup>th</sup>	6.0%
Middle School Assistant	4.5%

Gymnastics

Varsity Girls Coach	8.5%
Varsity Assistant Girls Coach	8.0%
Middle School Girls - 7 <sup>th</sup> & 8 <sup>th</sup>	5.0%

Baseball

Head Coach	8.5%
Junior Varsity Coach	7.0%

Softball

Head Coach	8.5%
Junior Varsity Coach	7.0%

Golf

Varsity Boys	6.0%
Varsity Girls	6.0%
Junior Varsity Coach	4.25%
If one Co-ed Team	7.5%

Cheerleading

	<u>Fall %</u>	<u>Winter %</u>
Varsity	6.5%	7.0%
Junior Varsity	4.5%	5.0%
Freshman	2.0%	2.0%
* Middle School - 7 <sup>th</sup> Grade	3.0%	3.0%
* Middle School - 8 <sup>th</sup> Grade	3.0%	3.0%
* Middle School Asst.	1.0%	1.0%

Competitive Cheer

Varsity	5.0%
Asst. and/or Junior Varsity	3.0%

\*The work load for this position will be reviewed at the end of the 1997-98 contract year to ascertain whether the per season stipend should be increased.

1. Supplementary pay for extra curricular activities shall be based upon the appropriate salary step of the BA. The Board will establish rates for non-bargaining unit members.
2. The appropriate step shall be determined on the basis of all paid activity experience in that particular assignment whether gained in the East Jackson School system or another system.
3. No distinction is made on the basis of whether that experience was as a head coach, assistant coach, junior high coach, etc.
4. If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Appendix B or C.
5. The inclusion of any activity above does not establish a position but only indicates the rate of pay for such a position if it is established by the Board.



APPENDIX C

GENERAL AND EXTRA SERVICES

<u>High School</u>					<u>Percent</u>
Instrumental Band Director					6.0%
Marching Band Director					5.0%
Marching Band Assistant Director					2.5%
Percussion Associate Director					2.0%
Flag Corp Associate Director					1.5%
Band Camp Director					1.5%
Band Camp Assistant Director					1.0%
	<u>97/98 98/99 99/00 00/01</u>				
Trojanettes Director	\$257.	\$264.	\$271.	\$278.	
Jazz Band Director					2.5%
Choral Music Director					2.5%
Vocal Music Director					2.5%
Show Choir Director					3.0%
Musical Drama Director - Head					2.0%
Musical Drama Director - Assistant					1.5%
Student Club Sponsorships (@ Principal's discretion)					1.5%
Newspaper					5.0%
Yearbook Advisor					5.0%
Student Council Advisor					5.0%
Class Sponsors					
Senior					1.5%
Senior Asst.(project graduation)					1.0%
Junior					1.5%
Sophomore					1.0%
Freshman					1.0%
Honor Society Sponsor					1.5%
Gifted & Talented					2.0%
SADD					1.0%
Dept. Chair (@ Principal's discretion)	\$206.	\$212.	\$218.	\$224.	
Academic Games	300.	308.	316.	325.	
Debate	320.	329.	338.	347.	
Forensics	320.	329.	338.	347.	
International Club	411.	422.	434.	446.	
Peer Listening	206.	212.	218.	224.	
Quiz Bowl Advisor	308.	316.	325.	334.	
Science Olympiad	300.	308.	316.	325.	
Summer School At-Risk	17.50	17.98	18.48	18.98/hr.	
Driver Education	15.01	15.42	15.84	16.28/hr	

## APPENDIX C

### Middle School

### Percent

Instrumental Band Director	4.0%
Marching Band Director	2.5%
Marching Band Assistant Director	1.5%
Choral Music Director	2.0%
Vocal Music Director	2.0%
Show Choir Director	2.5%
Student Council Advisor	2.5%
Student Club Sponsorship (@ Principal's discretion)	1.5%
Gifted & Talented	2.0%

	<u>97/98</u>	<u>98/99</u>	<u>99/00</u>	<u>00/01</u>
Academic Games	\$300.	308.	316.	325.
Dept. Chair (@ Principal's discretion)	206.	212.	218.	224.
Musical Director	617.	634.	651.	669.
Science Olympiad	300.	308.	316.	325.
Summer School At-Risk	17.50	17.98	18.48	18.98/hr.

### Elementary Schools

Elementary Choral Director	1.5%
Elementary Show Choir Director	2.0%
Elementary Band Director	1.5%
Safety Patrol	
Memorial Elementary	1.0%
Robinson Elementary	1.0%
Outdoor Education	.75%
Gifted & Talented	2.0%
Science Olympiad	\$300. 308. 316. 325.
Summer School At-Risk	\$17.50 17.98 18.48 18.98/hr.

**APPENDIX D  
EAST JACKSON COMMUNITY SCHOOLS  
TEACHER EVALUATION REPORT**

**Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Building:** \_\_\_\_\_

**Code: S = Satisfactory N = Need Improvement U = Unsatisfactory NA = Not Applicable**

A. <u>Teaching Techniques</u>	S	N	U	NA
1. Utilizes the Teacher's Guidebook(s) and related materials effectively	_____	_____	_____	_____
2. Utilizes and follows the curriculum guide	_____	_____	_____	_____
3. Demonstrates sufficient mastery of content	_____	_____	_____	_____
4. Makes effective use of a variety of materials	_____	_____	_____	_____
5. Makes clear, practical demonstrations and/or explanations	_____	_____	_____	_____
6. Provides for pupil participation	_____	_____	_____	_____
7. Uses logical, purposeful and thought provoking questions	_____	_____	_____	_____
8. Varies procedures in working with pupils	_____	_____	_____	_____
9. Provides reinforcement	_____	_____	_____	_____
10. Provides for creative expression	_____	_____	_____	_____
11. Makes pupils feel tasks are purposeful	_____	_____	_____	_____
12. Provides motivation and challenges to students	_____	_____	_____	_____
13. Properly uses varied evaluation techniques	_____	_____	_____	_____

14. Tries new ideas; experiments with new materials \_\_\_\_\_

15. Uses community resources to enrich learning \_\_\_\_\_

Comments:

B. Effective Planning S N U NA

1. Displays evidence of teacher prepared materials \_\_\_\_\_

2. Originality is shown in presentation \_\_\_\_\_

3. Material are organized and available \_\_\_\_\_

4. Individual lessons are part of a logical sequence of a learning unit \_\_\_\_\_

5. Aware of appropriate pacing \_\_\_\_\_

6. Carefully plans purposeful pupil assignment \_\_\_\_\_

7. Formulates objectives of teaching \_\_\_\_\_

Comments:

C. Pupil - Teacher Relationships S N U NA

1. Maintains pupil interest, attention and control \_\_\_\_\_

2. Works constructively with individual or group \_\_\_\_\_

3. Exhibits a sense of humor \_\_\_\_\_

4. Manages routine to avoid confusion \_\_\_\_\_

5. Exhibits tact and integrity \_\_\_\_\_

6. Discourages students' use of sarcasm and ridicule effectively \_\_\_\_\_

- |    |  |       |
|----|--|-------|
| 7. | Makes supportive statements to pupils                        | _____ |
| 8. | Fosters a friendly and respectful teacher-pupil relationship | _____ |

Comments:

- |    |   |          |
|----|---|----------|
| D. | <u>Classroom Environment</u>                    | S N U NA |
| 1. | Environment is generally conducive to learning  | _____    |
| 2. | Bulletin boards/displays have educational value | _____    |

Comments:

- |    |  |          |
|----|--|----------|
| E. | <u>Personal Attributes</u>   | S N U NA |
| 1. | Dresses appropriately  | _____    |
| 2. | Effective use of written and oral language                         | _____    |
| 3. | Shows initiative   | _____    |
| 4. | Follows policies, programs and practices                           | _____    |
| 5. | Prompt with reports  | _____    |
| 6. | Stable and mature individual                                       | _____    |
| 7. | Regular in attendance and punctual                                 | _____    |
| 8. | Aware of strengths and weaknesses and strives for self improvement | _____    |

Comments:

F. Professionalism

S N U NA

- |  |       |
|--|-------|
| 1. Utilizes building handbook  | _____ |
| 2. Performs on committees and other extra-curricular functions                       | _____ |
| 3. Cooperates with fellow staff members  | _____ |
| 4. Discreet in communication and actions   | _____ |
| 5. Demonstrates a willingness to cooperate with parents, teachers and administrators | _____ |
| 6. Shows evidence of professional growth   | _____ |
| 7. Interprets student progress to parent   | _____ |
| 8. Seeks methods for resolving undesirable situations before they develop            | _____ |
| 9. Willingly accepts help from administrators and staff members                      | _____ |

Comments:

This evaluation has been carried out in a manner consistent with current contract provisions and policies.

\_\_\_\_\_  
Principal's Signature                      Date

I have read the above evaluation.

\_\_\_\_\_  
Teacher's Signature                      Date

Summary Comments:

Teacher's Response:

The Teacher may attach additional comments to this form in the event that the teacher feels the evaluation was incomplete or unjust.



APPENDIX E

EAST JACKSON INDIVIDUAL DEVELOPMENT PLAN  
(I.D.P.)

Name of Teacher: \_\_\_\_\_

Mutually Developed by: \_\_\_\_\_  
(Teacher's Signature)

\_\_\_\_\_  
(Principal's Signature)

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

**Goal 1:**

Purpose of Goal:

Plan of Action:

**Goal 2:**

Purpose of Goal:

Plan of Action:

**Goal 3:**

Purpose of Goal:

Plan of Action:

**Goal 4:**

Purpose of Goal:

Plan of Action:

**Goal 5:**

Purpose of Goal:

Plan of Action:

## APPENDIX F

### EAST JACKSON COMMUNITY SCHOOLS 1997-98 SCHOOL CALENDAR

AUGUST					Stu/ Staff	Staff Only	JANUARY					Stu/ Staff	Staff Only
M	T	W	TH	F			M	T	W	TH	F		
25	26	27	28	29	4	5	*19	20	21	22	23	4	4
SEPTEMBER							26	27	28	29	30	5	5
1	2	3	4	5	4	4	FEBRUARY						
8	9	10	11	12	5	5	2	3	4	5	6	5	5
15	16	17	18	19	5	5	9	10	11	12	13	5	5
22	23	24	25	26	5	5	#16	17	18	19	20	4	4
29	30	2	2	23	24	25	26	27	5	5			
OCTOBER							MARCH						
		1	2	3	3	3	2	3	4	5	6	5	5
6	7	8	9	10	5	5	9	10	11	12	13	5	5
13	14	15	16	17	5	5	16	17	18	19	20	5	5
20	21	22	23	24	5	5	23	24	25	26	27	5	5
27	28	29	30	31	5	5	30	31				0	0
NOVEMBER							APRIL						
3	4	5	6	7	5	5			1	2	3	0	0
10	11	12	13	14	5	5	6	7	8	9	+10	5	5
17	18	19	20	21	5	5	13	14	15	16	17	5	5
24	25	26	27	28	3	3	20	21	22	23	24	5	5
							27	28	29	30	4	4	
DECEMBER							MAY						
1	2	3	4	5	5	5					1	1	1
8	9	10	11	12	5	5	4	5	6	7	8	5	5
15	16	17	18	19	5	5	11	12	13	14	15	5	5
22	23	24	25	26	0	0	18	19	20	21	22	5	5
29	30	31	0	0	0	0	25	26	27	28	29	4	4
JANUARY							JUNE						
			1	2	0	0	1	2	3	4	5	4	5
5	6	7	8	9	5	5	8					0	1
12	13	14	15	16	4	5							
<b>TOTAL (1st Semester)</b>					90	92	<b>TOTAL (2nd Semester)</b>					91	93
							<b>GRAND TOTAL</b>					181	185

○ STAFF/STUDENT VACATION  
 □ STAFF PROFESSIONAL DEVELOPMENT, RECORDS/INSERVICE

\* 1/19 Martin Luther King Day  
 ^ 1/16 1st Semester Record/Prof. Dev.  
 # 2/16 President's Day  
 + 4/10 Good Friday

**HOLIDAYS:**  
 9/1 Labor Day  
 11/27 & 28 Thanksgiving  
 12/22 - 1/2 Christmas Break  
 3/30 - 4/3 Spring Break  
 5/25 Memorial Day

# APPENDIX F

## 1998-99 EAST JACKSON SCHOOL CALENDAR

M	T	W	TH	F	Days With All	Days Staff Only	M	T	W	TH	F	Days With All	Days Staff Only	
AUGUST 1998					20*	-	JANUARY 1999							
*24	25	26	27	28	4	5	25	26	27	28	29	5	5	
31					1	1	FEBRUARY 1999							
SEPTEMBER 1998							1	2	3	4	5	5	5	
	1	2	3	4v	3	3	8	9	10	11	12	5	5	
7v	8	9	10	11	4	4	15v	16	17	18	19	4	4	
14	15	16	17	18	5	5	22	23	24	25	26	5	5	
21	22	23	24	25	5	5	MARCH 1999							
28	29	30			3	3	1	2	3	4	5	5	5	
OCTOBER 1998							8	9	10	11	12	5	5	
		1	2			2	2	15	16	17	18	19	5	5
5	6	7	8	9	5	5	22	23	24	25	26	5	5	
12	13	14	15	16	5	5	29	30	31			3	3	
19	20	21	22	23	5	5	APRIL 1999							
26	27	28	29	30	5	5					1	2*	1	2
NOVEMBER 1998							5v	6v	7v	8v	9v	0	0	
2	3	4	5	6	5	5	12	13	14	15	16	5	5	
9	10	11	12	13	5	5	19	20	21	22	23	5	5	
16	17	18	19	20	5	5	26	27	28	29	30	5	5	
23	24	25	26v	27v	3	3	MAY 1999							
30					1	1	3	4	5	6	7	5	5	
DECEMBER 1998							10	11	12	13	14	5	5	
	1	2	3	4	4	4	17	18	19	20	21	5	5	
7	8	9	10	11	5	5	24	25	26	27	28	5	5	
14	15	16	17	18	5	5	31v					0	0	
21v	22v	23v	24v	25v	0	0	JUNE 1999							
28v 29v 30v 31v					0	0		1	2	3	4	4	4	
JANUARY 1999							7	8	*9m	m	m	2	3	
1v					0	0								
4	5	6	7	8	5	5								
11	12	13	14	15	5	5								
18v	19	20	21	*22r	3	4								
<b>TOTAL (1st Semester)</b>					<b>93</b>	<b>96</b>	<b>TOTAL (2nd Semester)</b>					<b>89</b>	<b>91</b>	
							<b>GRAND TOTAL</b>					<b>182</b>	<b>187</b>	

\* = Prof. Dev./in-service/records day(s)      v = Vacation staff & students  
 r = 1st semester record day                      m = Make up days if required  
 1/18 is M.L.King day; 2/15 is Presidents day; 4/2 Good Friday is Prof. Dev. day

**APPENDIX G**  
**GRIEVANCE REPORT FORM**  
East Jackson Community Schools

Teacher's Name: \_\_\_\_\_ Date of Violation: \_\_\_\_\_

School: \_\_\_\_\_ Date of Grievance: \_\_\_\_\_

Nature of Grievance (State Article and Section allegedly violated):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Settlement Desired: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Teacher*

\_\_\_\_\_  
*Signature of Bldg. Rep./Grievance Chair*

Principal's Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Principal* / \_\_\_\_\_  
Date

Teacher's Response to Principal: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Teacher* / \_\_\_\_\_  
Date

Superintendent's Disposition: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Signature of Superintendent* / \_\_\_\_\_  
Date

**LETTER OF AGREEMENT**  
**between the**  
**EAST JACKSON COMMUNITY SCHOOLS**  
**and the**  
**JACKSON COUNTY EDUCATION ASSOCIATION**

*RE: 2000-2001 INSTRUCTIONAL HOURS*

It is hereby agreed by the parties set forth above as follows:

1. For purpose of achieving the amount of instructional time required to receive full state aid payment for the 2000-2001 fiscal year, the parties recognize the provisions of the 1997-2001 Master Contract inhibit reaching the required level of hours.
2. As part of the settlement of the 1997-2001 Master Agreement, it is agreed between the parties that the scheduling impact will remain the topic of ongoing negotiations with scheduled completion not later than March 1, 2000.

The purpose of the negotiations is to adjust the necessary provisions of the contract to achieve full compliance without added salary cost to the District or the hiring of additional staff members.

It is further agreed that the avenues for compliance without expanding the overall length of the teacher work day as set forth in Article 6 B.1 will be the priority of the parties

FOR THE BOARD:

FOR THE ASSOCIATION:

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**LETTER OF INTENT**  
**Regarding Article 6, B.8**

As discussed during bargaining, total instructional time at the elementary level is a concern as viewed from an "audited" concept. In time scheduling some factors are beyond managerial control such as two hour delays for snow, fog or ice conditions, unspecified delays or dismissals due to power outage(s) or unexpected occurrences. The East Jackson Community Schools operate on a district-wide calendar relative to State School Aid Sections 6 (4), (q), and (r), 101 (3) and Administrative Rule 340.10 and plans fully to comply with Sections 101 (3), 101 (4) and Administrative Rule 340.11 relative to percentage of district's membership in attendance each instructional counted/scheduled day.

Consequently, periodically it may be necessary to schedule and/or "bank" minutes/hours of elementary indoor recess instructional time to be in total compliance with the intent of said laws/rules/regulations. The Superintendent of Schools will advise the elementary building principals of said needs as they occur. It should also be recognized that board certification of planned number of day and hours of pupil instruction in the district for the school year ending in the fiscal year must be done not later than April 15 of each fiscal year.

It is not the administrative intent to use the indoor recess provision in a "regular" fashion but rather to meet the aforementioned instructional total hours compliance requirements.

Regarding any concern as to potential abuse by an elementary building principal of the latitude to require a classroom teacher(s) presence due to the use of a regular or substitute specialist to help maintain discipline and/or proper curriculum management it should be understood that the Superintendent of Schools invites said individual teacher concern(s) to be brought to his attention. At his discretion the Superintendent may then refer said concerns to the committee described in Article 6, A-2. It is also not the administrative intent to use this provision in a "regular" fashion.

Bruce E. Van Eyck  
Superintendent of Schools

