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8/15/2003

AGREEMENT

by and between

**Jackson County Intermediate
School District**

and

**Jackson County Education
Association
Career Center Education
Association**

August 14, 2000 through August 15, 2003

Jackson County Intermediate School District

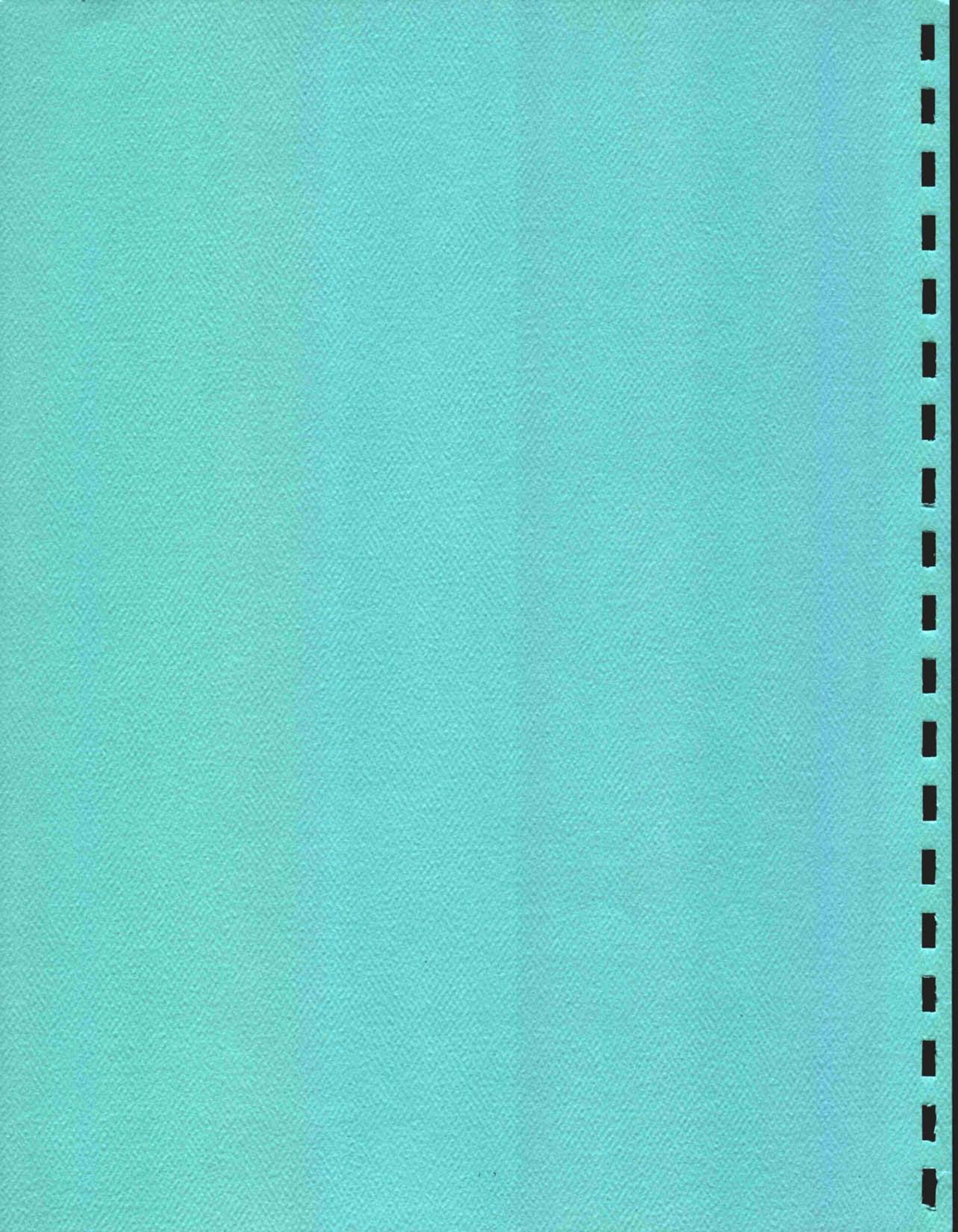
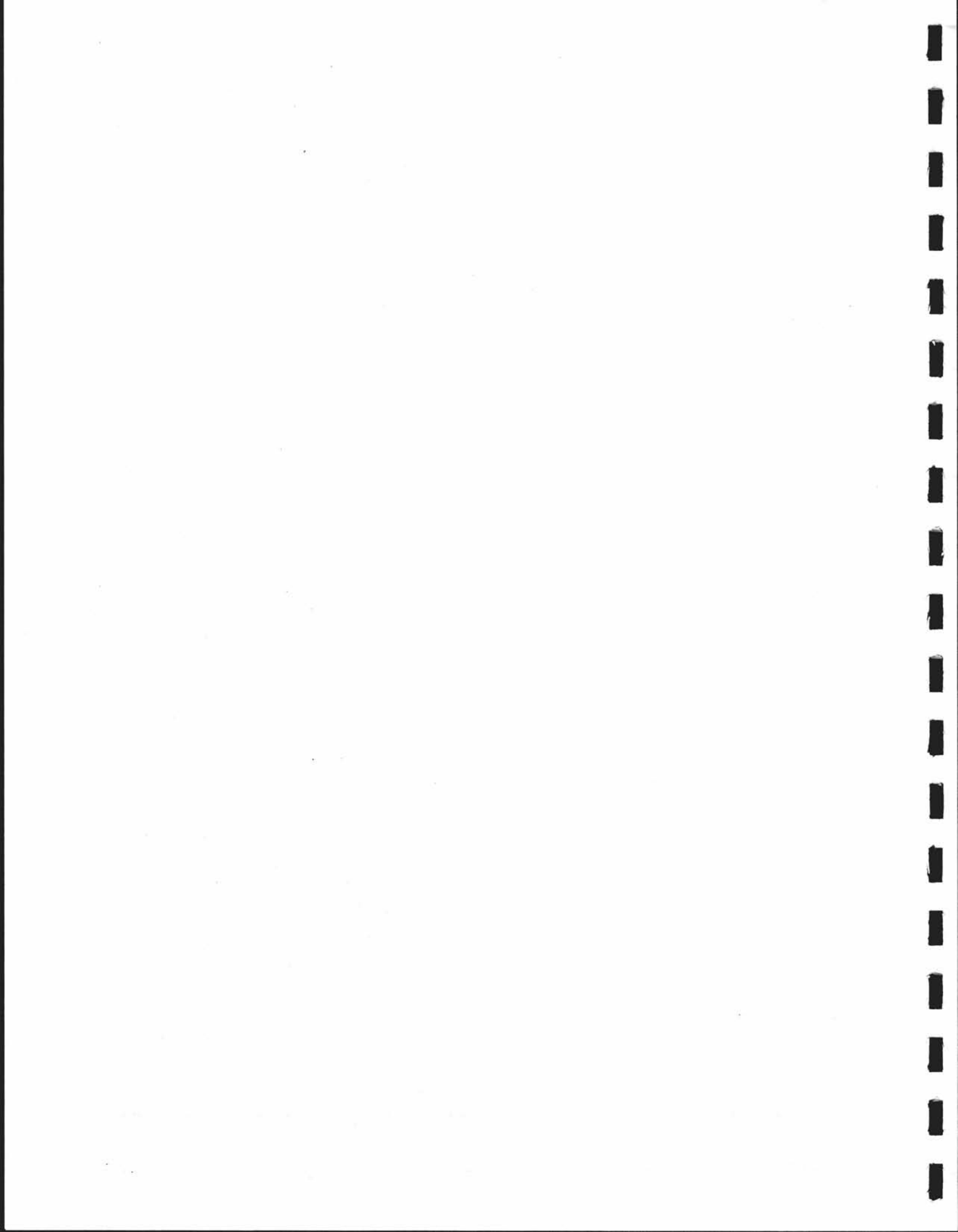
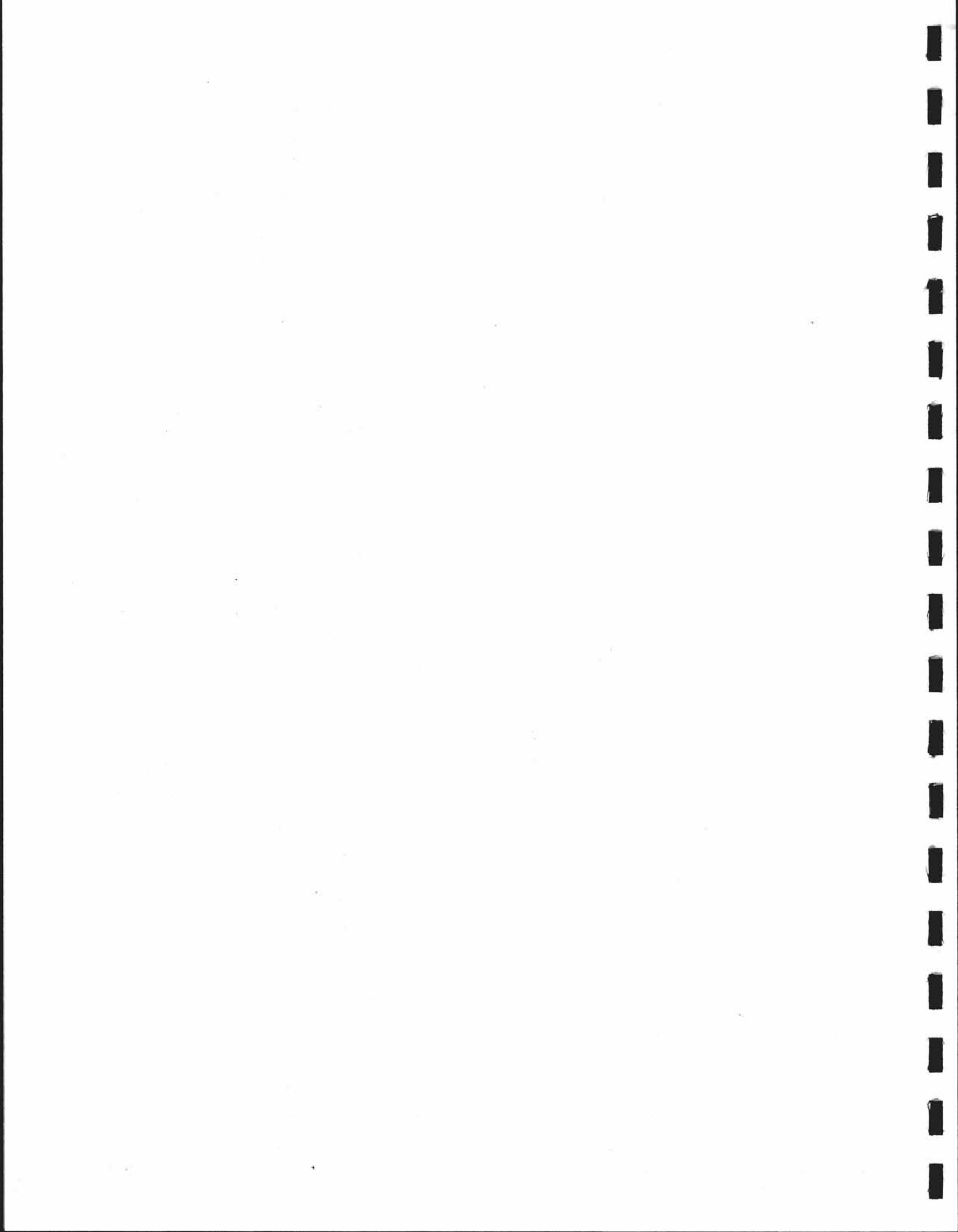


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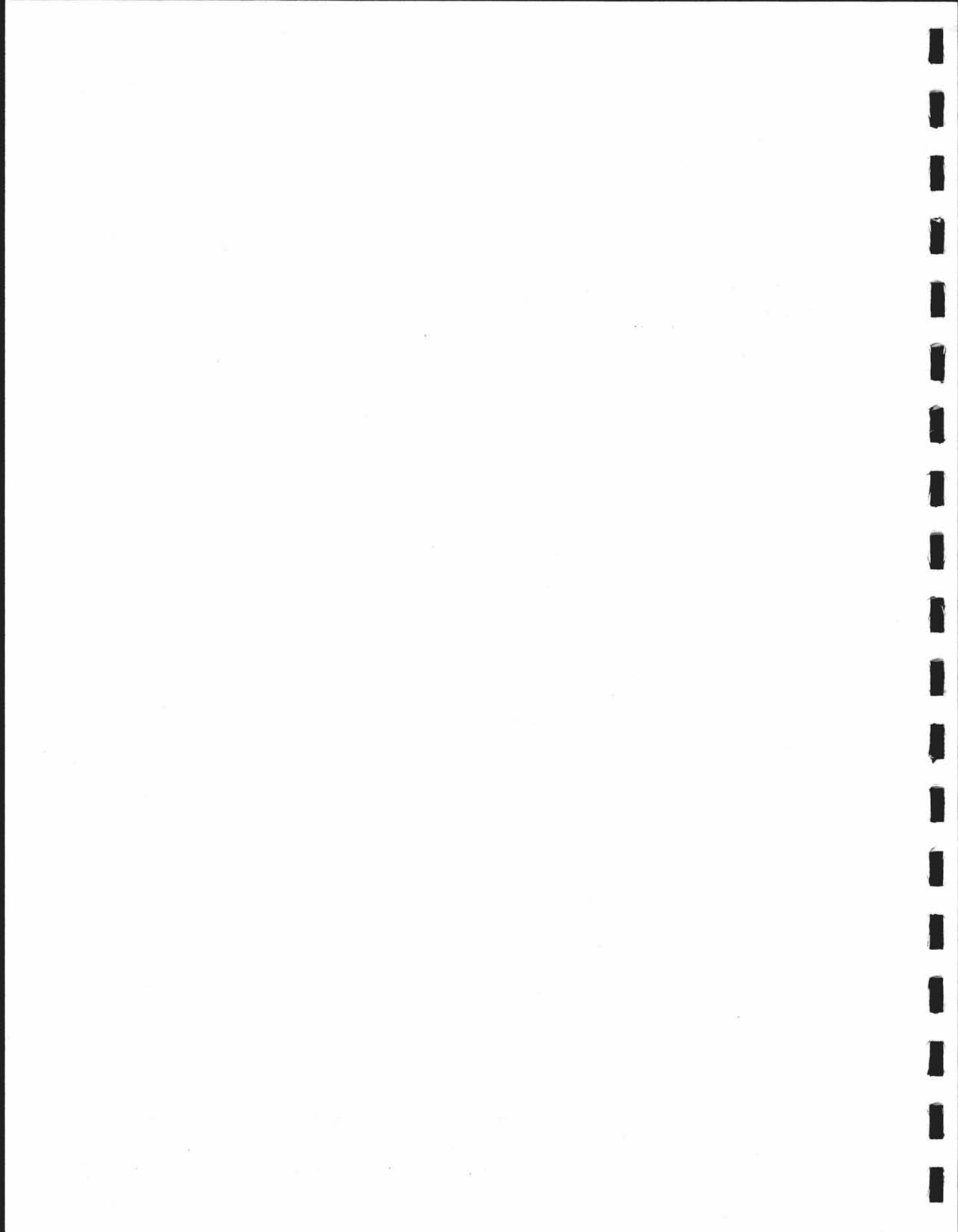
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ARTICLE I: RECOGNITION

- A. The Jackson County Intermediate School District ("Board") hereby recognizes the Jackson County Education Association as the exclusive bargaining representative for all Instructors, Instructional Assistants, Placement Coordinators, Counselors, and other vocational instructional employees regularly employed or to be employed by the Jackson County Intermediate School District as personnel in their Vocational Education Programs, but shall exclude day-to-day substitutes, per diem employees and other employees and supervisors. Adult Education Instructors are included in this bargaining agreement and entitled to those rights of the Master Agreement as specified in: Article I, Article II, Article III, Article IV, Article V, Article VII, D, Article XV, and Article XVI, un-amended; Article VI, Article VIII, Article IX, Article X, Article XI, Article XII, Article XIV, Appendix A, and Appendix B, as specified.
- B. The term "Association" when used in this Agreement shall refer to the Jackson County Education Association.
- C. The terms "Career Center Education Association" or "Employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit under contract with the Jackson County Intermediate School District.
- D. The term "Board" means the Jackson County Intermediate School District.
- E. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement regarding the compensation, hours and working conditions of the employees in the bargaining unit.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.
- G. Hereinafter, the term "Career Center" shall mean the Jackson Area Career Center.

ARTICLE II: ASSOCIATION AND CAREER CENTER EDUCATION ASSOCIATION RIGHTS

- A. Building Use. The CCEA and its members shall have the right to use the Area Career Center for meetings upon approval of the Building Administrator as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the building shall be without charge on regularly scheduled employee work days as defined by the school calendar. Requests for evening or weekend use shall be subject to the approval of the Building Administrator when requested in writing in advance and subject to the following limitation plus regular scheduling

procedures. When such evening or weekend use results in added cost to the District, such costs will be billed to and paid by the CCEA.

B. Equipment Use.

1. The CCEA may use the typewriters in the faculty workrooms, telephones, and the copying machines when such equipment is not otherwise in use.
2. Audio visual equipment may also be used when such equipment is not otherwise in use, provided approval is received from the Administration.
3. The CCEA shall reimburse the Board for the cost of supplies used, long distance telephone charges, and equipment damages due to negligence.

- C. Bulletin Boards.** The Association and the CCEA shall have the right to post notices of activities and matters of Association concern on the CCEA bulletin board in the Career Center employee lounge and on other bulletin boards in employee office areas, except those boards located where the public and students have access.

Mail Boxes. The Association may use employee mail boxes to distribute materials to CCEA members and service fee employee mail boxes providing that the Building Administrator's office be kept informed of the CCEA member designated to assume responsibility for making such distribution.

- D. Information Requests.** The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available public information, including but not limited to the financial resources of the District, including salaries paid to employees, their years of experience and training, and such financial reports as are routinely prepared for the Board of Education. If furnishing this information results in additional costs to the School District, such costs will be reimbursed to the Board by the Association upon receipt of an official District invoice.

- E. Board Meetings.** The Association shall have the right to present the Board with such items as it may wish to be included on the agenda of any regular Board meeting. A copy of the Board agendas and minutes, as soon as they are publicly available, shall be delivered to the CCEA president for posting on the faculty bulletin board.

- F. Union Business Days.** The President of the CCEA or designee may use up to six (6) days per year for Association business, providing: (1) that the Association reimburse the Board for the salary of the employee; (2) that a qualified substitute can be hired to take the place of the employee; and (3) that such leave not be for the purpose of supporting a strike.

- G. Building Committee. The parties agree that effective communication is essential to the maintenance of positive working relationships. To that end, the parties agree that they will respond in a prompt and meaningful fashion to the written communications of each other.
1. To do so, the present practice of meeting on a monthly basis will be continued as means of discussing staff and administrative concerns and to allow staff to react to existing and proposed administrative procedures. It is not the intent that this committee serve as a vehicle for either discussion or resolution of personnel problems, or alteration of the professional negotiations agreement.
 2. The parties agree that neither shall determine the membership on the committee of other than their own representation. Each party may select up to four (4) representatives to serve on the committee in accordance with the above.
 3. Meetings in addition to the regularly scheduled monthly meetings may be called by either party upon ten (10) working days' prior notice presented in writing. All meetings shall be scheduled as to not interfere with student instruction.

ARTICLE III: EMPLOYEE RIGHTS

- A. Michigan School Code. Nothing contained herein shall be construed to deny or restrict any employee's rights he/she may have under the Michigan General School Laws. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere.
- B. Non-Discrimination. The Board and the Association agree not to unlawfully discriminate against any employee on the basis of race, creed, age, color, national origin, height, weight, sex, familial status, marital status, religious affiliation, disability, or membership or non-membership in the Association, or for any lawful activities of the Association or the Board.
- C. Privacy. The private lives of employees are their own affair unless the conduct shall adversely affect their relationships with students or the discharge of their professional duties.
- D. Applicable Laws. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities.
- E. Inventions. The parties agree that any written materials, designs, and/or inventions created by any employee while employed by the JCISD shall be the employee's property,

provided that such written materials, designs, and/or inventions are not produced or developed using District facilities, resources, or reimbursed time. Mere use of said written materials, designs, and/or inventions in any bargaining unit member's program shall not constitute waiver of ownership.

- F. Certification. For information regarding certification or licensing requirements, employees should contact the Michigan Department of Education, Vocational Education Division, P.O. Box 30008, Lansing, MI 48909, (517) 335-0582. Should, for any reason, the employee's certification or license expire, the employee will be released from employment with the Jackson County Intermediate School District.

ARTICLE IV: BOARD RIGHTS AND RESPONSIBILITIES

- A. Board Rights. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the Intermediate District, its equipment, and its operation, and to direct its working forces and affairs.
 2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
 3. Hire all employees, and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, and to determine the size of the work force and lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein. No alteration in or addition to the means, methods, or processes of carrying on the work including the automation, contracting or sub-contracting thereof, shall result in the reduction of this bargaining unit without meeting the provisions of Article XI.

5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, include physical and mental health examinations by appropriate medical personnel, the costs thereof to be borne by the Board. Physical and mental examinations of existing employees will be required only for reasonable cause.
7. Determine the number and location or relocation of its facilities. Any vocational program to be located external to Career Center facilities shall be so located or relocated after providing the Association with the opportunity for consultative input.
8. Determine the placement of operations and the source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Grant or deny leaves of absence as deemed appropriate by the Board, including but not limited to leaves for extended illness or injury.

The foregoing is not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. Limit on Further Negotiations. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- C. Copies of Rules and Regulations. The Board will provide to Career Center employees written copies of rules and regulations pertaining to the operation of the Career Center prior to the implementation of such rules and regulations.

ARTICLE V: AGENCY SHOP AND PAYROLL DEDUCTION

- A. Agency Shop. Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters. During the term of this Agreement all employees shall pay either the membership dues of the Association or the appropriate representation service fees of the Association. The employee may pay such dues or fees directly to the Association or

authorize payment through payroll deduction, as herein provided. The Employer shall deduct the respective amounts authorized for payroll deduction each pay period and forward the amounts to the Treasurer of the Association.

- B. Association Dues and Representation Service Fees. The Association shall certify to the Board at the beginning of the school year, the membership of the Association subject to deduction of membership dues and the amount of the Association dues to be deducted. The Association shall also certify to the Board, as soon as the amount is known, the amount of representation service fees to be deducted. These amounts so certified and deducted shall be forwarded to the Association. An employee contesting the appropriate amount of the representation service fee to be deducted must exhaust the internal administrative procedures of the Association.

The remedies of such procedures shall be exclusive, and unless and until such procedures, including any administrative or judicial review thereof, shall have been exhausted, no dispute, claim or complaint by an objecting employee concerning the application and interpretation of this Article shall be subject to the grievance procedure set forth in this Agreement, or to any other administrative or judicial procedure.

- C. Due to certain requirements established in recent court decisions, the parties acknowledge that the amount of the fee charged to non-members along with other required information may not be available and transmitted to non-members until mid school year. Consequently, the parties agree that the procedures in this Article relating to the payment or non-payment of the representation fee by non-members shall be activated thirty (30) days following the Association's notification to non-members of the fee for that given year. In such event, it is agreed that the employee remains obligated for the entire annual representation fee.
- D. In the event that an employee does not pay such representation service fee directly to the Association, or authorize payment through payroll deduction, the Employer shall, upon completion of the procedures contained herein, pursuant to MCL 408.477 and at the request of the Association, deduct the representation service fee from the employee's wages and remit same to the Association.
- E. The Association in all cases of mandatory fee deduction pursuant to MCL 408.477, shall notify the employee of non-compliance in accordance with MEA procedures.
- F. Payroll Deduction. Upon signed authorization of the employee, the Employer agrees to deduct from the wages of that employee and make appropriate remittance for any annuities, credit union, savings bonds, United Fund, and Association service fees. The Employer will deduct for available insurance options and other plans, provided such options and plans have been approved by the Employer.

- G. Hold Harmless. The Association shall hold the Employer harmless for any and all claims, demands, suits or other forms of liability by reason of action taken or not taken by the Employer or its designated agent for the purpose of complying with the provisions of the agency shop agreement herein contained. It is understood that the Association shall have the right to compromise claims which may arise under the hold harmless clause.

Should the indemnification provisions set forth above be declared unenforceable or void by a court of competent jurisdiction, the Employer shall not be required to make deductions of any representation service fees not authorized in writing by the employee or otherwise enforce the representation service fee provisions of this Article.

ARTICLE VI: ASSIGNMENTS AND WORKING CONDITIONS

A. Hours.

1. Instructors and Support Staff.

The parties agree that a good working relationship between the Board, the Instructors, and support staff (Counselors, Placement Coordinators, Math, Reading, and Media Coordinators) requires: (1) mutual trust with regard to scheduling working hours; (2) a recognition that the responsibility of an effective teacher goes beyond the classroom and that preparation, planning, and follow-up activities usually result in more than forty (40) hours of work per week; and (3) an understanding that to the extent practical the Career Center shall be used as a base for teaching, class preparation, program planning, staff development and Advisory Committee meetings.

a. Student Contact and Planning Time.

- (1) Each full-time Instructor shall be responsible for at least a minimum of five (5) hours of student contact time per day and all other full-time professional employees shall be responsible for a comparable amount of student contact time. But, all employees may not be responsible for an equal amount of student contact time. The normal work hours shall be consecutive except for lunch and other break periods unless the employee and the Board mutually agree to non-consecutive hours.
- (2) Each instructor shall have a minimum of forty-five (45) consecutive minutes planning time per day. Instructional planning time may be scheduled either before or after student contact time, or a combination of both, with prior administrative approval.

- b. **Work Week.** Each full-time employee shall work at least an average of forty (40) hours per week, inclusive of lunch periods.
- c. **Work Day.** The normal work day for a full-time employee is seven and one quarter (7.25) consecutive hours, inclusive of planning time except when in conflict with scheduled staff meeting time in Section A. 3. a. The Board reserves the right to set the starting and ending time of the work day. Prior administrative approval is necessary for any deviation from the normal work day.
- d. **Report for Duty.** Instructors and Support Staff shall be on duty at the Career Center or approved site, thirty (30) minutes prior to the start of first shift classes. Any employee may be on site a minimum of fifteen (15) minutes prior to student contact time with prior administrative approval.
- e. **Compensatory Time.** Beyond the foregoing limitations, such employees shall be responsible for determining the specific time and the professional functions performed consistent with their specific areas of responsibility. For example, an Instructor or Support Staff member who performs duties in the evening, on weekends or before duty time in the morning may leave the Career Center early on that or another day when the Instructor or Support Staff member has no other responsibilities (but not before thirty (30) minutes after the individual's last class), subject only to the requirement that the employee shall first obtain administrative approval.

Other forms of compensatory time off involving either full days, half days, or compensatory time off which would involve either student contact time or the thirty (30) minutes duty time before or after student contact time shall be subject to prior approval by the Administration. At the end of each school year unused full days of approved compensatory time, for which it has not been possible to schedule mutually agreeable full days off, may be converted to sick leave and added to the Instructor's or Support Staff member's personal accumulation or be carried over as compensatory time to the next school year.

- f. **Work Schedule.** A change in work schedule for any staff member shall be determined by the Administration based on student needs and curriculum delivery. Such changes shall be kept to a minimum and each cluster will have input into schedule changes. such schedule changes may be instituted only at the following times:
 - 1. beginning of school year,
 - 2. after fourth Friday.

3. at the end of nine weeks
4. at the end of semester, and
5. at the end of the third nine weeks of school; or
6. Other times only as mutually agreed to by the employee and administration.

Any employee affected by a schedule change shall receive at least five (5) working days notice of any required schedule change.

2. **Instructional Assistants.**

Full-time Instructional Assistants shall work at least six (6) consecutive hours per day exclusive of the lunch period to perform duties as assigned by the Employer. Up to ten (10) hours beyond the regular six (6) hours of duty time shall be paid at the Instructional Assistant's regular hourly rate. Any time beyond forty (40) hours shall be paid at time and a half.

An Instructional Assistant will be paid substitute Instructor pay when the following conditions are met:

- a. The Instructor is legally absent from school.
- b. When it is determined that the Instructor and prior approval by Administration has been granted for one or both of the following:
 - 1) The Instructional Assistant is asked to deliver initial instruction.
 - 2) The Instructional Assistant is asked to start class.

3. **Instructional Assistant/Bus Drivers shall have the ability to terminate bus service when student safety is an issue due to inclement weather if an Administrator cannot be reached.**

4. **All Employees.**

- a. **Lunch/Staff Meetings.** In addition to student contact time, each full-time employee shall be entitled to schedule a thirty (30) minute duty free lunch period during the normal working day and no more than three (3) hours per week or more than five (5) hours per month shall be scheduled by the administration for necessary staff meetings, except in case of an emergency. All such meetings shall be scheduled at a time most convenient for the majority of the employees.

- b. **Other Meetings.** In addition to student contact time, staff members shall be available for committee meetings, meetings with the parents and with the administration.
5. **Three Shifts.** No employee shall be required to work three (3) shifts without his/her permission except in an emergency situation.
6. **"Act of God" Days"**
 - a. When the Jackson Area Career Center is closed due to inclement weather, fires, epidemic, mechanical failure, health conditions or other Acts of God, the staff shall not be required to report to work.
 - b. Scheduled days of student instruction which are not held, may be rescheduled by the Board if it is necessary to do so in order to satisfy the minimum number of days of student instruction required by law or regulation or to receive full state aid. Employees will receive their regular pay for days that are canceled but shall work on the rescheduled days with no additional compensation. Rescheduled days shall be added to the end of the calendar, unless the Employer and Association mutually agree upon different dates.
7. **Absence Reporting.** Employees shall be informed at the beginning of the school year of a telephone number and a time during which they shall report if they will be unavailable for work.
8. **Staff Meetings.** Staff meetings will be held on a regular monthly basis. Any other staff meetings will be scheduled three (3) days in advance, except in emergency situations.

B. Class Size and Assignments.

The parties agree to the goal of quality education for the student and that to achieve this goal it is desirable to: (1) provide, maintain, and utilize appropriate school facilities; and (2) organize the school and the school day so that all employees, including administrators, have time and can use their energy to achieve this goal.

1. **State Guidelines.** The Board agrees to initially (through the fourth Wednesday of each semester) enroll students consistent with the State Department of Education guidelines for reimbursable vocational educational programs including the addition of aides for specific numbers of special education and/or special needs students. After the fourth Wednesday, the Board agrees not to exceed these guidelines by more than two (2) students per shift for any program manager and then only if the student: (a) is a transfer (spin-off) student from within the

Jackson Area Career Center, or (b) is a student who transferred into a Jackson County School District from a District outside Jackson County and who was enrolled in a state approved vocational program in the District from which he/she came. Students participating in cooperative job placements are not counted in the calculations of a maximum size class.

2. **Staff Qualifications.** No Instructor shall be assigned to teach a class, except in an emergency, for which the Instructor is not qualified and certified. No Instructional Assistant shall be assigned to any class or program for which the Instructional Assistant is not qualified.
3. **Notice of Assignment.** All employees shall be given written notice of their work assignment for the forthcoming year no later than the last day of the preceding school year. When a necessary change in assignment is made after the last day of the school year, the employees affected will be informed in writing of the reasons for the change.
4. **Adult Education Class Size.** Class size for Adult Education Instructors shall remain consistent with maximum class size for day time education classes. Minimum class size shall be established at the discretion of the Board.
5. **Cancellation of Adult Education Classes.** It shall be understood that failure of a sufficient number of students to enroll in an Adult Education class shall constitute just cause for canceling a scheduled and posted course as well as the prospective employment of the Instructor for that course.
6. **Adult Education Certification.** Certified teachers shall be assigned where required by the Michigan Department of Education. No Adult Education Instructors shall be assigned to teach a course for which the Instructor is not qualified and certified, except in emergency situations. One hundred fifty (150) day permits shall constitute acceptable certification in courses requiring certification so long as the Michigan Department of Education permits.
7. **Student Contact Time.** Each Adult Education Instructor who is also employed full-time shall be responsible for a maximum of eight (8) hours per week of student contact time.

C. **Supplies and Materials.**

The Board agrees: (1) to keep the Career Center reasonably equipped (including telephone service) and maintained, (2) to provide and maintain professional reference materials in the Career Center, and (3) to provide a typewriter for staff use in each of the faculty office areas. Clerical assistance for school business will be arranged for staff members through the principal's office.

D. Clarification of Job Expectations.

The Board agrees that employees need a clear understanding of the expectations of their position. Therefore, the Board shall make every reasonable effort to achieve this end with staff orientation sessions, individual conferences with the employees, and written job descriptions. The written job descriptions shall be written, to the extent possible, with the involvement of the employees. It is recognized that job descriptions may need to be refined from time to time. Any change which may impact wages, hours, terms and conditions of employment will be subject to bargaining between the parties.

E. Planning Committee. The Jackson Area Career Center will have a Planning Committee. Membership will include, but not be limited to, a cross-section of bargaining unit members, whose participation will be voluntary.

ARTICLE VII: VACANCIES AND TRANSFERS

A. Definitions.

1. The term "vacancy" as it appears in this Article refers to any unfilled position within the bargaining unit not being filled by a transfer or change in assignment.
2. The term "transfer" or "change in assignment" as it appears in this Article refers to an employee voluntarily or involuntarily moving from one position to another position within the bargaining unit.

B. Posting of Vacancies. Whenever a vacancy shall occur within the bargaining unit, the Board shall give written notice to the President of the CCEA at least ten (10) calendar days prior to filling such position, and shall at that time post such vacancy along with a job description on the official bulletin board in the teachers' lounge.

C. Filling Vacancies. When filling a vacancy, the Board agrees to give first consideration to the applicant(s) from within the bargaining unit. Due weight will be given to length of service with the District, competency, professional qualifications and experience. In the event that the qualifications of the applicants are essentially equal, the applicant with the most service within the bargaining unit shall be granted the position. The decision of the Board with regard to the filling of said vacancy shall be final and binding and not subject to the grievance procedure.

D. Summer Vacancies. Employees who wish to be considered for vacancies or new positions which might develop during the summer months shall, during the last week of the regular school year, indicate in writing to the Director of Human Resources their

specific interests and provide a summer address. In such cases, the following procedure shall be followed:

1. All employees that have expressed an interest in writing be notified of the vacancy by certified mail, return receipt requested.
 2. The employee so notified shall have the responsibility for contacting the Director of Human Resources indicating interest in said position within seven (7) days of the delivery or attempted delivery of such notification.
- E. Voluntary Transfer. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. The request by an employee for a transfer to a comparable class or position shall be made in writing, one copy of which shall be filed with the Director of Human Resources, and the other with the Association. The request shall set forth the reasons for transfer, the position sought, and the applicant's qualifications. Such request shall be reviewed at the end of each school year or prior to filling a vacancy.

The criteria cited in paragraph D above shall apply when two or more employees desire the same assignment.

- F. Involuntary Transfer. An involuntary transfer will be made only for good cause or because of an emergency. In case of emergency involuntary transfers, such transfers shall be temporary and shall continue only as long as the emergency situation continues. Management will expend every possible effort to remedy the emergency as soon as possible. The administration shall notify the affected employee and the Association of the reasons for such transfer.

ARTICLE VIII: LEAVES OF ABSENCE

- A. Sick Leave. At the beginning of the year, each employee shall be advanced yearly sick leave allowance of twelve (12) days. Employees contracted for more than forty (40) weeks shall be advanced one (1) additional sick day for each four (4) weeks, or major portion of, beyond the forty (40) weeks. Unused days shall be allowed to accumulate without limit.

It is understood that an Adult Education teacher does not have paid sick days. However, the parties agree that it is the right of the Adult Education Teacher to reschedule a missed class either within the semester or within seven (7) calendar days of the end of the semester and he/she shall be paid for that time made up.

- B. Leaves With Pay Charged Against Sick Leave. Leaves of absence with pay charged against sick leave time shall be granted for:

1. **Worker's Comp/Employer's Liability Insurance.** Absence due to illness, disability, or accident of the employee.

- a. Should the absent employee receive payment from Worker's Compensation or Employer's Liability Insurance, said employee shall be compensated at his/her regular gross rate, provided the Board shall retain the payment resulting from the Worker's Compensation or insurance claim and further, that a prorated amount of sick leave time be charged against the employee's accumulated sick leave days so that the payment from Worker's Compensation or Employer's Liability Insurance plus the gross sick pay is equal to the employee's regular gross pay rate. Such pay will be retroactive to the first day of total disability. When an employee's paid sick time is exhausted, the employee shall be placed, by the Board, on an unpaid leave of absence, up to one (1) year, and receive only the compensation provided by Worker's Compensation or Employer's Liability Insurance.
- b. An employee may elect not to use paid sick time under section 1. a, above, and shall be placed by the Board on an unpaid leave of absence up to one (1) year and receive only the compensation provided by the Worker's Compensation or Employer's Liability Insurance.

2. **Family Illness.** Absence due to illness or disabling accident of the employee's spouse, children, parents, or parents of the spouse, or members of the immediate household.

3. **Funeral Travel.** Absence of no more than two (2) days for travel time required to attend funeral.

4. **Funeral Attendance.** Absence to attend funeral services other than provided below in section C.1, of this Article.

5. **Personal Time.** A third personal business day. Such use shall be consistent with section C. 3, of this Article.

C. **Leaves With Pay Not Charges Against Sick Leave.** Leaves of absence with pay **not** charged against sick leave shall be granted for:

1. **Funeral Leave.** Absence at the time of death in the immediate family not to exceed three (3) days for each occurrence. Immediate family shall include spouse, children, brothers, sisters, parents or parent surrogate, and grandparents of the employee or spouse.

2. **Jury Duty.** Absence when called for jury duty or subpoenaed to testify in court, provided the employee reimburses the District the amount, if any, received for such service. No witness fee pay shall be paid when the employee is subpoenaed to testify against the Board.
3. **Personal Business Leave.** Business matters up to two (2) days per year which cannot be scheduled outside the regular school day. Employees may be requested to certify in writing that their business cannot be taken care of outside the regular school day, but may not be required to divulge the exact nature of the business. Unused business days shall be credited to and accumulate only for use as sick leave. Personal business days shall not be granted to engage in other employment.

D. Leaves Without Pay.

The Board may, in its sole discretion, and upon receipt of a timely and proper application for same, grant long-term unpaid leaves of absence of up to one (1) year to employees who demonstrate to the satisfaction of the Board a compelling personal need for extended absence not otherwise authorized under this Agreement and when granting of such leave would not in the Board's determination adversely affect ISD programs.

1. **Mandatory.**

Upon receipt of a timely and proper application, the Board shall grant long-term unpaid leaves of absence of up to one (1) year to employees who make such requests for the following reasons:

- a. **Child Care Leave.** Child care following the birth or adoption of a child;
- b. **Unpaid Medical Leave.** Illness or injury of the employee after the employee has used all sick leave credits;
- c. **Illness or injury in immediate family** as defined herein after the employee has used five (5) sick leave days for such purpose;
- d. **Association Leave.** Association leave for an employee elected president of the Association or an officer of the MEA or NEA.

Child care leaves shall terminate at the end of a semester or school year and Association leaves shall be for a full school year.

2. **Discretionary.**

Upon receipt of a timely and proper application, the Board may grant long-term unpaid leaves of absence of up to one (1) year to employees who make such requests for the following reasons:

- a. Educational leaves or leaves for purposes of skill improvement;
- b. Travel; and
- c. Other.

3. **Return from Leave.** Following an approved leave of absence of one (1) year or less, the Board will return an employee to a comparable position; and following all other leaves, to the first available vacancy for which he/she is qualified.

4. **Notice of Intent to Return.** Thirty (30) calendar days prior to the completion of a leave of sixty (60) days or more, the employee shall notify in writing the Employer to give his/her intention to return. If the leave is less than sixty (60) days, the employee shall give such notification in five (5) working days prior to the anticipated date of return.

Any employee failing to give proper notification or to return to work upon completion of a leave shall be deemed an automatic quit.

5. **Fringe Benefits.** An employee on an unpaid leave of absence may have such fringe benefits as are available, provided the employee reimburses the District in advance for the cost of the benefits.

E. **Sabbatical Leaves.**

1. **Authorization.**

- a. A sabbatical leave of absence may be granted to members of the teaching and support staff of the Jackson Area Career Center. The granting of such leave is subject to the approval of the Board upon recommendation of the Superintendent.
- b. The rules and regulations of the Jackson Area Career Center Sabbatical Leave Program are authorized and shall be interpreted in accordance with Michigan statutory provisions and any amendments thereto.

2. Eligibility and Qualifications.

a. Any teacher or support staff member employed by the Jackson County Intermediate School District and covered by the current master agreement between the Board of Education and the Career Center Education Association who meets the qualifications shall be eligible to apply for sabbatical leave subject to the following conditions and requirements:

- 1) Applicant must hold a Life, Permanent or Continuing certificate, or a valid annual authorization.
- 2) Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the Jackson County Intermediate School District. Absence from service in the District for a period of not more than (1) year under a leave of absence without pay granted by the Board for educational or health reasons shall not be deemed a break in the continuity of service required by this section and shall be computed as a year of service in computing the seven (7) consecutive years.
- 3) Sabbatical Leaves of Absence may be granted to no more than one (1) eligible staff member in a given year.
- 4) A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.

3. Purposes of Sabbatical Leave.

- a. Sabbatical Leave is granted to teachers to permit them to improve their ability to render educational service.
- b. Sabbatical Leaves may be granted for the following purposes: formal study, research, travel, or other reasons approved by the Board of Education.

4. Application Procedures.

- a. Application for sabbatical leaves must be filed with the Superintendent. Such application must be made prior to April 15 for leaves beginning the first semester and prior to September 1 for leaves beginning the second semester.

- b. Included in the application will be a plan detailing the purpose(s) for the leave and activities to be accomplished during the leave.
- c. The applicant signs an agreement describing the purpose of the sabbatical leave of absence, describing the activities to be completed during the sabbatical leave of absence, specifying periodic reporting, at least twice during the sabbatical leave within thirty (30) calendar days of the semester break and within thirty (30) calendar days after the end of the sabbatical leave, and verification by the employee of activities while on sabbatical leave of absence, and providing for his/her return to service with the Jackson County Intermediate School District immediately upon termination of sabbatical leave and his/her continued service for a period of two (2) years.
- d. Upon being granted the sabbatical leave, the employee shall be required to sign a promissory note requiring repayment of the salary and the cost of fringe benefits received by the employee during the sabbatical leave if the employee fails to satisfy the terms of the Sabbatical Leave Agreement required in section E. 4. c. and the requirements of section E. 5. d. of this Article, unless the employee is placed on a non-voluntary layoff pursuant to Article XI.

5. Conditions During Leave.

- a. The compensation for staff members on sabbatical leave shall be one-half (1/2) of the salary which would be received if he/she were on active status for the period in which the leave is effective.
- b. Payment of salary shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The employee is responsible for keeping the School District notified as to his/her address.
- c. All current fringe benefits shall be granted to teachers on sabbatical leave.
- d. An employee shall remain on sabbatical leave as long as he/she is pursuing the purpose for which he/she was granted the sabbatical leave and the activities as specified in the sabbatical leave agreement. At any time the employee does not comply with the terms of the sabbatical leave agreement, the employee shall provide the Superintendent or his designee written notice of and the reason for such. Such employee may be immediately placed on unpaid leave of absence for the remainder of the period of time granted for his/her sabbatical leave of absence or restored to his/her position at the Board's discretion. The non-complying employee

shall repay the District all costs of fringe benefits and all salary received by the employee while on sabbatical leave of absence.

6. Requirements and Status Upon Return From Sabbatical Leave.

- a. At the expiration of a sabbatical leave, the employee shall be restored to his or her position or to a position of like nature, seniority, status and pay.
- b. If the employee does not remain in the employ of the Jackson County Intermediate School District for two (2) years immediately following his/her return from sabbatical leave, the amount of money which has been paid to the employee during the leave shall be repaid to the Board within a two (2) year period. This rule does not apply in cases where the rule is waived by the Board.
- c. The time on sabbatical leave will count as seniority credit and salary credit for the purpose of advancement on the salary schedule.
- d. Within thirty (30) calendar days after the mid point of an employee's sabbatical leave of absence and within thirty (30) calendar days after the expiration of an employee's sabbatical leave of absence, he/she shall submit to the Superintendent a written report on what he/she achieved while on sabbatical leave, including such information as, but not limited to, transcripts of grades, descriptions of experiences and research conducted pertinent to meeting the terms of the sabbatical leave agreement.
- e. A final report shall be filed with the Superintendent at his request listing the experiences, courses taken, research conducted, institutions attended, or other such information deemed pertinent for the evaluation of the overall quality of the sabbatical leave.

F. Reinstatement Rights. Reinstatement rights are subject to the layoff provisions of Article XI.

ARTICLE IX: EMPLOYEE EVALUATION

A. Procedure for Evaluation. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the following procedure has been agreed upon in an effort to accomplish the goals.

1. **Probationary Evaluations.** All probationary (the first through the second/forth year of employment) employees:
 - a. Shall be formally evaluated at least two (2) times during the school year. The first shall occur at least two (2) months following an employee's commencement of service and prior to the end of the first semester. The second evaluation shall occur during the second semester of service no later than sixty (60) days before the end of said semester. Such evaluations shall be based on classroom observations at least sixty (60) days apart.
 - b. Shall have developed by their supervisor, in consultation with the probationary employee, an individual development plan (IDP) consistent with the evaluation form and job description.
2. **Tenured Evaluations.** All tenured teachers:
 - a. Shall be evaluated at least once per year. Such evaluation shall be based on a minimum of two (2) classroom observations.
 - b. Shall, if their evaluation is less than satisfactory, have developed an IDP as provided for in Section C below.
3. **Non-Tenure Track Evaluations.** All other employees shall be evaluated at least once per year.
4. **Evaluation Form.** The completed evaluation form based on at least one (1) formal scheduled observation and any or all of the following: (1) unscheduled observations, and (2) other work related information pertaining to the employee's performance will be provided to the employee prior to a formal evaluation conference.

B. **Observations.** At least one (1) formal observation shall be made by the employee's supervisor for a minimum of thirty (30) consecutive minutes for each evaluation. All monitoring or observation of the work of an employee shall be conducted openly with full knowledge of the employee.

1. At least one (1) formal evaluation conference shall be held with each employee prior to sixty (60) days before the end of the school year.
2. Within ten (10) days following formal scheduled observations, the evaluator will provide written feedback to the employee pertaining to his/her performance.

- C. Plan of Improvement. After an evaluation, if an employee is found lacking, the reasons for same and job related areas which the employee is to improve shall be set forth in writing. Suggested strategies for improving areas of deficiency shall be provided as a part of the completed evaluation form/IDP. The next report shall again refer to the specific deficiency and shall indicate either that there is evidence of improvement or that there is no evidence of improvement.
- D. Evaluation Criteria. Conferences and observations held for the purpose of evaluating an employee's performance may include, but not be limited to, the following areas, if applicable:
1. Preparation, organization, and use of time and facilities.
 2. Conditions and atmosphere for learning.
 3. Parent-Teacher relationships.
 4. Working relationships.
 5. Dependability.
 6. Effectiveness of services delivered.
 7. Maintenance of equipment, tools, and laboratory facilities.

If any information within the evaluation is in factual error, it shall be corrected.

- E. Evaluator. Evaluations shall be conducted by the Administration. In no case shall the evaluations be conducted by personnel in the bargaining unit or the advisory committee or non-administrative members thereof, except an Instructor may be consulted by the Administration regarding the evaluation of Instructional Assistants assigned to the Instructor's classroom.
- F. Satisfactory Performance. If an employee does not receive an evaluation, it shall be interpreted that the employee's work is satisfactory.
- G. Complaints Against Employee. Any complaint made against an employee by any parent, student, or other person shall be called to the attention of the employee promptly depending on the circumstances, but no later than ten (10) work days after receiving said complaint if it is to be used as the basis for any reprimand, discipline, discharge, or evaluation. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against that employee.
- H. Just Cause. No employee shall be disciplined, including reprimand, suspension, demotion or reduction in compensation, without just cause.
- I. Personnel File. The District shall maintain only one (1) official personnel file for each employee. If the employee is asked to sign material placed in his/her file, such signature shall not necessarily constitute approval of the material on the part of the employee.

- J. Review of Personnel File. An employee shall have the right to review with the Administration the contents of his/her file and to have a representative of the Association accompany the employee in such a review, except employment references sought prior to hiring, which references are submitted in confidence.
- K. Adult Education Instructor Evaluation. Evaluation of Adult Education Instructors shall be consistent with the following criteria:
1. Preparation, organization, and use of time and facilities.
 2. Conditions and atmosphere for learning.
 3. Knowledge of subject matter.
 4. Techniques of instruction.
 5. Relationship with students and professional colleagues.
 6. Ability to maintain student interest and attendance.
- L. If the Teacher Tenure Act changes or is amended, the parties will meet and make the appropriate contractual changes.

ARTICLE X: COMPENSATION

- A. The salaries of all employees shall be set forth in Appendix A of this Agreement.
- B. Fringe benefits shall be provided as set forth in Appendix B.
- C. All of the above compensation shall be for the school year 2000-2001, 2001-2002, and 2002-2003, as set forth in Appendix C of this Agreement.
- D. Extended Program Compensation. A Career Center Staff Member working in a program which extends beyond the adopted calendar date for the closing of school for summer recess shall be compensated at the same daily rate as was earned during that year, provided, the extended program incorporates the same purposes as the regular program offered during the school year.
- Salaries for programs other than described above shall be established by the Board.
- E. Supplemental Work. Supplemental work beyond the normal school day which is not a part of an Instructor's or a Support Staff member's regular assignment, duty, or responsibility shall not be compensated without prior administrative approval. Examples of such work include: major maintenance projects, major repair of equipment, after hours banquet supervision, and curriculum development work. The rate of pay for such work shall be per hour for all employees as follows:

2000-2001	\$16.48
2001-2002	\$16.97
2002-2003	\$17.48

1. **Advisors.** Instructors serving as youth group club and/or chapter advisors shall be paid as follows:

2000-2001	\$258.00
2001-2002	\$266.00
2002-2003	\$274.00

For work related to activities beyond the local level of youth group competition performed by Instructors outside the normal work day and approved by the Administration, the rate of pay shall be equal to the supplemental hourly rate as indicated above. Compensation for work performed on non-work days shall not exceed seven and one-half (7-1/2) hours per day. The total compensation for club and/or chapter advisors shall not exceed annual amounts as follows:

2000-2001	\$1,030.00
2001-2002	\$1,061.00
2002-2003	\$1,093.00

Payment of compensation for youth group club and chapter advisors is subject to Board approval.

- F. **Pay Periods.** Payroll periods shall be bi-weekly. Annual salaries shall be paid over twenty-six (26) pay periods, in equal installments. An employee may elect, in writing by August 1 of each year or on his/her first day of employment, to be paid his/her annual salary over twenty-one (21) pay periods in equal installments. Employees working less than a full school year shall be paid a prorated salary over the remaining pay periods.
- G. **Tuition Reimbursement.** The Board may, upon successful completion of a course related to his/her assignment, reimburse an employee for the tuition costs of said course.
- H. **I.A. Substitute.** Whenever an Instructor is absent and the Instructional Assistant serves as the substitute, the Instructional Assistant shall be compensated at one and one-half (1-1/2) times his/her normal hourly rate. Such pay shall be provided for a minimum of six (6) hours per day up to a maximum of seven and one-half (7-1/2) hours per day. Approval for more than the minimum six (6) hours per day shall be discretionary with the Administration, depending on the judgment of the Administration regarding whether more than six (6) hours of work is needed.
- I. **I.A. Extended Day.** Instructional Assistants shall be paid for work beyond the normal six (6) hour day on a pro rata basis only with prior approval from Administration.

I.A. Temporary Assignment. The pro rata hourly rate shall be determined by dividing the annual salary of the employee by the number of work days and that resultant figure by six (6). Instructional Assistants may be temporarily assigned by the Administration to provide initial instruction to students. Prior to such assignment, consultation with the Instructor(s) shall take place. The assignment shall be made for a short duration and for a specified purpose. While functioning on this temporary assignment, Instructional Assistants shall be compensated at a rate equal to the beginning step of the Instructor pay schedule.

J. Mileage Reimbursement. Mileage reimbursement shall be the IRS rate and shall be established August 15 of each year.

1. Mileage shall be submitted on the official voucher form by the tenth (10th) day of the month following the month for which mileage reimbursement is claimed. All vouchers shall be approved by the employee's immediate supervisor. Claims submitted after the tenth (10th) day of the month shall be processed with the next month's claim.
2. The Board reserves the right to, at its discretion, furnish transportation for any staff member at any time. Employees shall be required to use a Board assigned vehicle for work related duties when so assigned.
3. The rate of reimbursement for the transport of materials for on-site construction projects in an employee's personal vehicle shall be the same as for automobiles plus five cents (\$.05) per mile, provided such materials are not ordinarily transported in an automobile and provided prior administrative approval has been obtained.
4. It is the intent of this provision to reimburse the employee only for personal travel expenses resulting from their actual work assignment. Therefore, mileage from home to work and from work to home shall not be counted.

K. Compensation for Adult Education Instructors.

1. Effective as of August 15, 2000, the hourly wage for the 2000-01 School Year for all Adult Education Instructors shall be improved by a factor of three percent (3%). The following hourly wage improvements for all Adult Education Instructors shall be:

2000-2001	\$21.51
2001-2002	\$22.16
2002-2003	\$22.82

2. **Adult Ed. Prep Time Compensation.** In addition to the above compensation, an Adult Education Instructor shall be compensated at their respective hourly rate for one-half (1/2) hour of preparation time for every four (4) hours of instruction provided.
3. **Mentor Compensation.** Mentors will receive a stipend of four hundred dollars (\$400.00) per year for mentor teacher assignments.

ARTICLE XI: REDUCTIONS IN PERSONNEL

- A. **Layoff Procedures.** In the event it becomes necessary to eliminate programs and/or reduce the number of employees, the Board shall determine which services and/or programs are to be curtailed or eliminated. Prior to making a final determination, the Board shall discuss the situation with the Association and explain the reasons for said reductions. The Association shall be given an opportunity to present its concerns relative to the reductions.

The Board shall specify within services and/or programs designated to be curtailed the number of positions to be eliminated. Employees within the program area being reduced will be laid off by:

1. The Board reassigning personnel, if necessary, provided the reassigned employee is qualified and certified, to assure that the more senior personnel are retained ahead of less senior personnel.
2. First releasing probationary employees, least senior first, provided the remaining employees are qualified and certified to fill the remaining positions.
3. If further reduction is necessary, continuing or tenured employees may be laid off, least senior first, provided there are not probationary employees still employed in positions for which tenured employees are certified and qualified.
4. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave for health reasons shall not be construed as a break in continuous service.
5. Qualified and certified shall mean that the employee has the skills and certification required in the basic job description.
6. Notice of layoff shall be given to the Association and the employee at least thirty (30) days prior to the end of the school year, June 30th. Should staff reduction be necessary during the school year, the affected employee shall receive at least

thirty (30) days' notice prior to the layoff and the termination of the individual employee contract. Adult Education Instructors will be given verbal or written notice of layoff no later than the effective date of the layoff.

B. Recall Procedures. When a service is restored, or a vacancy exists, laid off employees shall be recalled in reverse order of their layoff, provided they are certified and qualified to fill the position. Recalled employees shall be notified by certified mail, return receipt requested, at their last known address. Said employees shall respond within five (5) days of receipt or attempted delivery of said notice, indicating whether or not the employee will be returning to work.

1. If the employee fails to respond to the recall within the above time limits, this shall conclusively and irrebuttably be deemed to constitute the employee's voluntary resignation or quit.
2. Upon return from layoff, sick leave accumulation and seniority shall be as of the employee's last day of employment prior to layoff.
3. Continuation of Fringe Benefits. Any employee on layoff may continue such fringe benefits as are available, provided said employee reimburses the District, in advance, for the cost of the premiums.

C. Adult Education Layoff.

1. The Board agrees to continue to pay the Instructors in the following manner for courses which are necessary to cancel:
 - a. Pay will be prorated for time spent.
 - b. If the course is canceled at the second session, the Instructor will be paid for at least four (4) hours.

D. Job Security.

1. Program Implementation. The Employer will consult with the Association prior to the implementation of any Jackson Area Career Center programs.
2. Cooperative Program. Any arrangement with another educational institution to provide services or instruction will not cause the layoff of any employee nor the reduction of pay, benefits, or working conditions for any employee.
3. Public School Academies. The Employer agrees that it will not authorize changing the Jackson Area Career Center to a Public School Academy during the term of this Agreement which has the purpose or effect of removing bargaining

unit work or positions or which will cause the layoff or reduction in hours of any bargaining unit member.

4. **Contracted Services.**

- a. The Employer agrees to offer the opportunity to the Association to meet and confer with their representative(s) to address the Association's concerns regarding contracting for services in the Jackson Area Career Center. Every effort will be made to meet and confer prior to the posting of a request for bids for contracted services in the Jackson Area Career Center. If this is not possible, it will be done prior to awarding the contract. Contracted service bid requests will be posted to afford employees the opportunity to be considered.
- b. The Employer agrees that contracted services will not be assigned the regular teaching and counseling duties of the bargaining unit as recognized in Article I. A. for more than ninety-three (93) days. Contracted services shall not be employed for the purpose of reducing this bargaining unit without meeting the provisions of this Master Agreement.

ARTICLE XII: CONTRACTS FOR EMPLOYEES NOT COVERED BY THE TEACHER TENURE ACT

- A. **Initial Employment.** Upon hire, each employee shall be issued an annual contract subject to the terms of this Agreement, except that a beginning Instructional Assistant shall complete a satisfactory probationary period of sixty (60) work days during which time said employee is subject to dismissal without redress.
- B. **Annual Contracts.** Employees will be employed on annual contracts for their first two (2) years. The Board will notify the employee in writing no later than May 1 of the current school year if his/her contract is not to be renewed for the following year. A third year probationary annual contract may be granted.

If an employee does not desire to have his/her contract renewed, the employee will notify the Board by May 1.

- C. **Continuing Contracts.** Any employee who has been employed by the Board for two (2) years and whose performance has been satisfactory shall be issued a continuing contract. Said contract shall insure that the employee shall remain continuously employed with the District unless terminated in accordance with the provisions of this Master Agreement. The terms and conditions of said continuing contract shall be subject to the terms and conditions of the Master Agreement.

- D. Annual Vocational Authorization. The District agrees to comply with State of Michigan regulations regarding Annual Vocational Authorizations. Employee performance shall not be a criterion for failure to apply for said authorization.
- E. Adult Ed. - Letter of Employment. Following Board of Education approval, each Adult Education Instructor will receive a letter from the Director of Human Resources noting their date of approval, name and hours of the class, and beginning and ending dates of the class.

ARTICLE XIII: PROFESSIONAL IMPROVEMENT

- A. Professional Dues. The Board will reimburse employees for professional dues up to a maximum of one hundred dollars fifty dollars (\$150.00) per person per year, provided such organization(s) is directly related to the employee's field of instruction or assignment. Membership in the CCEA, JCEA, MEA, and NEA shall not be reimbursable.
- B. Conference/Institute Fees. Conferences and/or institute fees that exceed one hundred dollars (\$100.00) shall be prepaid by the Intermediate School District. Employees shall submit a detailed estimate of expenses to the School Board one (1) month in advance. The School Board shall authorize prepayment for transportation, meals, lodging, and registration fees.

A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.

- C. Progressive Discipline. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the employee's profession, create undesirable conditions in the school building, and warrant possible disciplinary action. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Alleged breaches of discipline shall be promptly reported to the offending employee. The Association shall use its best efforts to correct breaches of professional behavior by an employee. The parties recognize that there are serious breaches of discipline and misconduct which do not require progressive discipline and subject an employee to discipline up to and including discharge for a first offense.

ARTICLE XIV: GRIEVANCE PROCEDURE

- A. Definition. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee, by the Association, or by the Board, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. Non-Grievable Subjects. The termination of an employee covered by the Michigan Tenure Act, the refusal of the Board to reassign an employee, the evaluator's subjective assessment of any employee, or any grievance for which an employee applies for redress as provided under the Tenure Act (with the exception of an unpaid suspension of three (3) days or less), shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.

It is not the intention of the language in this section to exclude from the grievance procedure any rights an employee may have under section A, above, with respect to evaluation procedures contained in Article IX.

- C. Time Limits. All time limits herein shall consist of school days. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean acceptance of the position of the last party to respond.
- D. Procedure.
1. Complaint Stage - Principal. Any employee or the Association who believes he/she has a grievance shall begin by informally discussing the matter with the Principal or designee within ten (10) school days of its occurrence, with the object of informally resolving the matter.
 2. Level I - Principal. If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with the Principal within five (5) school days after such informal discussion. Such statement shall recite the facts alleged, the provisions of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and the Principal, or designee, and a representative of the Association shall meet to resolve it. The Principal shall indicate disposition of the grievance within five (5) school days of such meeting, and shall furnish a copy thereof to the aggrieved and to the Association President.
 3. Level II - Superintendent.

If not resolved at Level I, the grievance shall be transmitted to the Superintendent within five (5) school days. At this point, the Superintendent or designee shall:

- a. Attempt to resolve the grievance by meeting, within five (5) school days of receipt of the appeal, with appropriate persons and/or employees. A written answer to the grievance shall be given to the aggrieved and to the Association within five (5) school days of such meeting; or
- b. Within five (5) school days of receipt of the appeal, refer the grievance in writing to Level III and simultaneously give written notification to the Association of this action.

4. Level III - Board of Education.

If not resolved at Level II, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Level II by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or if not requested, give such other considerations as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) school days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided the Association.

5. Level IV - Arbitration.

- a. If the alleged grievance is not settled at Level III, the matter may be referred to arbitration by either party provided that notice to refer is given within twenty (20) school days from the Board's written decision at Level III. If within five (5) school days the Board and the Association cannot agree upon a mutually acceptable arbitrator, the arbitrator shall then be selected according to the Rules of the American Arbitration Association.
- b. The arbitrator shall hear the grievance and render a decision within thirty (30) school days from the close of the hearing, setting forth in writing findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association, and the employee(s) involved.
- c. The arbitrator shall have the power and authority as set forth herein:
 - 1) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such

discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties and the employee or employees involved.

- 2) No more than one (1) grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
 - 3) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 4) No decision in any one case shall require a retroactive adjustment in any other case.
- E. Personal Complaint. If an individual employee has a personal complaint which he/she desires to discuss with the Building Principal, the employee is free to do so without pursuing this grievance procedure.
- F. Withdrawing of Grievance. An individual employee who wishes to drop a grievance may do so without interference from the Association.
- G. Non-Grievable Subjects - Hearing. If the Association or any employee feels adequate disposition has not taken place on matters that are not subject to the grievance procedure, they may request a hearing before the Board and may be accompanied by an Association representative.
- H. Adult Ed. Grievances. Level III (Board of Education) will be the final step available to resolve grievances on Adult Education matters.

ARTICLE XV: MISCELLANEOUS PROVISIONS

- A. Zipper Clause. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

C. Student Teachers. Student teachers shall not be assigned to any employee without the permission of the employee.

D. No Strike Clause. The Association agrees that it will not authorize, cause, engage in, or sanction any strike, sympathy strike, picketing, or refusal to perform the duties of employment and no employee shall cause or participate in a strike, picketing or refusal to perform the duties of his/her employment, including a sympathy strike.

However, nothing in this section shall be construed to limit, impair, or affect the right of an employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment of their betterment, so long as the same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

E. Unfair Labor Practices. The parties agree they will not engage in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XVI: DURATION OF AGREEMENT

- A. This Agreement shall be in effect and full force on August 14, 2000 and shall continue in effect through August 15, 2003.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

- B. No other organization shall be recognized for exclusive bargaining rights during the fixed duration of this Agreement.

- C. All other provisions of the 2000-2003 Agreement shall be as in the 1983-88 Agreement as modified.

This Agreement is hereby entered into this 18th day of April, 2000.

Jackson County Education Association

By: Michael Bicey
Michael Bicey, President
Jackson County Education Association

By: William R. Farrant
William Farrant, President
Career Center Education Assoc.

**Board of Education,
Jackson County Intermediate
School District**

By: Al M. Howard
Al M. Howard, President
Board of Education

By: Gerald B. Kratz
Dr. Gerald B. Kratz,
Superintendent

By: Linda Tortorice
Linda Tortorice, Director
Human Resources &
Legal Counsel

APPENDIX A: SALARIES

A. Placement on Salary Schedule - Professional

Employees shall be placed on the above schedule consistent with their experience credit subject to the following limitations:

1. **Related Work Experience.** Each employee shall receive one (1) year of experience on the salary schedule to a maximum of five (5) years for work experience related to their area of instruction beyond the two (2) years work experience required for vocational certification.
2. **Teaching Experience.** Each employee shall receive one (1) year of experience on the salary schedule for each year of teaching experience except that an employee shall be limited to five (5) years of experience outside the Jackson Intermediate School District.
3. **Related Post-Secondary Training.** Each employee shall receive one (1) year of experience on the salary schedule to a maximum of four (4) years for each year of post-secondary education or Board approved formal technical training, except that a fifth (5th) year shall be granted to any employee in a position which either the State Department of Education or the Jackson Intermediate School District Board of Education requires said additional year.
4. **M.A. Degree or 30 Graduate Level Semester Hours.** Each Instructor or Support person possessing either an M.A. degree or 30 graduate level semester hours of training from an accredited college or university shall be placed on the M.A. track of the salary schedule at the step corresponding to the one currently held.
5. New hires may not place higher than Step 6 on the salary schedule.
6. No professional employee shall begin to advance beyond Step 6 of the salary schedule until she/he has provided proof of full vocation certification prior to the beginning of the school year the employee is eligible to begin advancement on the salary schedule. This provision will not apply to employees hired before the 2000-2001 school year.

B. Definitions of Experience.

1. **Work Experience.** A year of work shall be defined as a minimum of two thousand (2,000) hours. These hours may be cumulative with respect to more

than one (1) employer, provided said employment is related to the job description of the position for which the person is employed.

2. **Teaching Experience.** A year of teaching experience shall be defined as at least 180 days of work as a classroom teacher during a twelve (12) month period, or at least 360 days of work as an Instructional Assistant for the School District during a twenty-four (24) month period. Work by a certified teacher outside the classroom where the primary responsibility of the teacher is not student instruction shall not qualify as teaching experience. Work as an Instructional Assistant shall be credited first as work experience and then as teaching experience as provided above, but no work shall be credited as both work and teaching experience.
3. A year of post-secondary training shall be equivalent to thirty (30) semester hours or forty-five (45) term hours of college or technical school training or its equivalent. These hours shall be cumulative and need not be with the same institution.
4. Employees who have completed training in their field of instruction subsequent to time of hire shall furnish evidence of said training and/or certification to the Director of Human Resources. Training to be counted for a salary adjustment shall be completed prior to the beginning of the year to be adjusted.

C. Placement on Salary Schedule - Instructional Assistant.

Instructional Assistants shall be placed on the salary schedule consistent with their allowable job-related experience. (Appendices A1, A2, and A3).

First (1st) year employees shall not exceed five (5) years of experience. Job-related experience shall be limited to (a) relates work experience; (b) experience as a teacher or teacher assistant; and (c) work-related training.

D. Salaries - Adult Education.

The Salary Schedule for Adult Education Instructors shall be as stipulated in Article X, Section K, Compensation for Adult Education Instructors.

APPENDIX A-1

VOCATIONAL EDUCATION SALARY SCHEDULE

2000-2001

186 Days Employment Plus 10 Hours Service Time
3% Increase

Steps	Instructors	M.A. or 30 Graduate Semester Hours	Instructional Assistant
0	33,202	36,006	
1	34,774	37,576	
2	36,328	39,133	14,561
3	37,884	40,686	15,957
4	39,485	42,246	17,298
5	41,000	43,803	18,665
6	42,555	45,359	20,032
7	44,107	46,910	21,368
8	45,663	48,468	22,708
9	47,220	50,023	24,047
10	48,775	51,577	
11	50,339	53,143	
12	51,889	54,691	
13	53,445	56,248	
14	54,999	57,802	
15	56,553	59,358	

Daily rate shall be computed by dividing by 188

Adult Education Teachers \$21.51 per hour.

APPENDIX A-2

VOCATIONAL EDUCATION SALARY SCHEDULE

2001-2002

186 Days Employment Plus 10 Hours Service Time
3% Increase

Steps	Instructors	M.A. or 30 Graduate Semester Hours	Instructional Assistant
0	34,198	37,086	
1	35,817	38,703	
2	37,418	40,307	14,998
3	39,021	41,907	16,436
4	40,670	43,513	17,817
5	42,230	45,117	19,225
6	43,832	46,720	20,633
7	45,430	48,317	22,009
8	47,033	49,922	23,389
9	48,637	51,524	24,768
10	50,238	53,124	
11	51,849	54,737	
12	53,446	56,332	
13	55,048	57,935	
14	56,649	59,536	
15	58,250	61,139	

Daily rate shall be computed by dividing by 188

Adult Education Teachers \$22.16 per hour.

APPENDIX A-3

VOCATIONAL EDUCATION SALARY SCHEDULE

2002-2003

186 Days Employment Plus 10 Hours Service Time
3% Increase

Steps	Instructors	M.A. or 30 Graduate Semester Hours	Instructional Assistant
0	35,224	38,199	
1	36,892	39,864	
2	38,541	41,516	15,448
3	40,192	43,164	16,929
4	41,890	44,818	18,352
5	43,497	46,471	19,802
6	45,147	48,122	21,252
7	46,793	49,767	22,669
8	48,444	51,420	24,091
9	50,096	53,070	25,511
10	51,745	54,718	
11	53,404	56,379	
12	55,049	58,022	
13	56,699	59,673	
14	58,348	61,322	
15	59,998	62,973	

Daily rate shall be computed by dividing by 188

Adult Education Teachers \$22.82 per hour.

APPENDIX B: FRINGE BENEFITS

I. Responsibilities and Limitations

- A. **Eligibility.** It shall be the responsibility of the employee(s) to complete and submit within their open enrollment period or the first thirty (30) days of employment all forms required of the respective insurance carrier(s) to become eligible for coverage. It shall be the responsibility of the administration to provide each employee the above mentioned forms and to inform him/her of these procedures within the first week of employment.
- B. Instructors working less than full days shall have their benefits prorated or a proportionate share of funds shall be made available for (and limited to) such fringe benefits as are available to full time employees. The Employer shall be authorized to deduct the cost of the employee's prorated share of the cost of benefits from the employee's wages.
- C. Less than full time (6 hours or more) Instructional Assistants are not eligible for Health, Dental, Vision, LTD, or Life Insurance benefits.

II. Benefits

Instructors, Counselors, Placement Coordinators, Full-time (6 hours or more) Instructional Assistants.

The Board shall provide the following Plan options:

Plan A - For those employees electing health insurance:

Super Care I, Deductible paid by the employee.

Deductible \$100 for single/\$200 for family
Prescription co-pay \$5.00

Long Term Disability

66-2/3% of salary

90 calendar days modified fill

\$2,500 maximum

Freeze on offsets

Alcoholism/drug addition - 2 years

Mental/nervous same as any other illness

Dental - Delta Dental (75/50/70:700 ortho max)

Vision - VSP-2

Life insurance

\$45,000 for Instructors, Counselors, Placement Coordinators
\$45,000 for Full-time (6 hours or more) Instructional Assistants

The District shall institute an IRS Section 125 plan eligible for all employees.

Plan B - For those employees not electing health insurance:

\$125.00 per month cash option
Long Term Disability same as above
Dental - same as above
Vision - same as above
Life insurance - same as above

Insurance Carrier. MESSA Pac for the first year of the Master Agreement 2000-2003.

Sick Leave - Extended. In the event an employee shall have exhausted his/her sick leave prior to the time when he/she shall become eligible for long term disability insurance benefits, the Board shall extend sick leave benefits at sixty percent (60%) of the employee's daily rate for a maximum of thirty (30) days or until he/she is eligible to receive other long term disability insurance benefits, whichever occurs first.

- III. Bid-Out. The Board shall have the right to change insurance carriers, provided (a) sixty (60) days' advance written notice is given to the Association, and (b) the coverage and benefits shall be equal to those plans specified in II and III above, but this provision shall not be operative during the term of this Agreement, except that should the cost of health insurance premiums rise ten percent (10%) or more over the premium costs in effect the same calendar date of the previous year, the Board may elect to change carriers. The specifications to be bid will be taken from the current benefit plan of the current carrier. Parties agree that any bidding may only be done with third party insurance carriers and may not involve any self-funded third party administrative plans. (See Section II, above)
- IV. Coordination of Benefits. Where spouses are both employed by the Jackson Intermediate School District, one (1) employee shall select PLAN A and the other PLAN B.

APPENDIX C: CALENDAR

During each year of this Agreement, both parties agree to follow the county-wide calendar proposed by the County-Wide Calendar Committee as long as the majority (7 of the 12 districts) of the Jackson County school districts are following that calendar. The number of Career Center staff work days shall be one hundred eighty-six (186), the student attendance days shall be one hundred eighty-three (183), unless it becomes necessary to increase student days due to a majority of the local schools are requiring more student days. In this event, staff days will be converted to student days and total work days shall not exceed one hundred eighty-six (186) days. Non-student work days shall be scheduled by Administration, as full or partial work days, contiguously with the first student attendance day and/or the last remaining student attendance day, and one (1) non-student work day may be scheduled at the semester break.

In-service Time. In addition, the Board may schedule, for all staff or individual staff members, during each year of the Agreement up to ten (10) hours of service time outside the normal work day for activities such as open house, parent orientation, in-service/workshops and other activities, as approved by Administration. Such activities shall not be scheduled on holidays, vacation periods, days before or after the scheduled work days, or on Saturdays or Sundays, except upon mutual agreement of the Administration and the Association. Such activities may be scheduled on a total staff or individual basis.

LETTER OF AGREEMENT Mentor Program

The Employer and the Association recognize its responsibility to provide a supportive environment for the success of a new teacher. The parties agree to work cooperatively to develop and advise the Board of Education regarding a Mentor/Protege program and to implement such a program.

However, because the purpose of the Mentor/Protege match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of a quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor teacher or Protege. Neither the Mentor teacher nor the Protege shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the Protege nor shall the Protege be called as a witness in any grievance or administrative hearing involving the Mentor teacher.

