

1534

8/14/94

MASTER AGREEMENT

BETWEEN  
BOARD OF EDUCATION  
JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

and

CAREER CENTER EDUCATION ASSOCIATION

1991 - 1994

*Jackson County Intermediate School District*

It is the policy of the Jackson County Intermediate School District not to discriminate on the basis of race, color, religion, national origin or ancestry, age, sex, marital status or handicap in its educational programs, activities, or employment as required by Title VI Civil Rights Act, 1964; Section 504 Rehabilitation Act, 1973, Title IX Educational Amendment, 1972. Direct inquiries to: Director of Human Resources, Jackson County Intermediate School District, 6700 Browns Lake Road, Jackson, Michigan 49201. (517) 787-2800

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I. Recognition . . . . .	1
ARTICLE II. Association and Career Center Education Association Rights . . . . .	2
ARTICLE III. Employee Rights . . . . .	3
ARTICLE IV. Board Rights and Responsibilities . . . . .	4
ARTICLE V. Agency Shop and Payroll Deduction . . . . .	5
ARTICLE VI. Assignments and Working Conditions . . . . .	7
ARTICLE VII. Vacancies and Transfers . . . . .	11
ARTICLE VIII. Leaves of Absence . . . . .	12
ARTICLE IX. Employee Evaluation . . . . .	17
ARTICLE X. Compensation . . . . .	20
ARTICLE XI. Reductions in Personnel . . . . .	22
ARTICLE XII. Contracts for Employees Not Covered by the Teacher Tenure Act . . . . .	24
ARTICLE XIII. Professional Improvement . . . . .	25
ARTICLE XIV. Grievance Procedure . . . . .	26
ARTICLE XV. Miscellaneous Provisions . . . . .	29
ARTICLE XVI. Duration of Agreement . . . . .	30
* * * * *	
APPENDIX A. Salaries . . . . .	31
Appendix A-1 . . . . .	33
Appendix A-2 . . . . .	34
Appendix A-3 . . . . .	35
APPENDIX B. Fringe Benefits . . . . .	36
APPENDIX C. Calendars . . . . .	38
LETTERS OF UNDERSTANDING . . . . .	42



## 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 are 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 unamended; 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. 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. Request 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. The CCEA may use the typewriters in the faculty workrooms, telephones, and the copying machines when such equipment is not otherwise in use.

Audio visual equipment may also be used when such equipment is not otherwise in use, provided approval is received from the Administration.

The CCEA shall reimburse the Board for the cost of supplies used, long distance telephone charges, and equipment damages due to negligence.

- C. 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. 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. The Board agrees to furnish to the Association in reponse 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. 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. 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. 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 a 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. Nothing contained herein shall be construed to deny or restrict any employee's rights they may have under the Michigan General School Laws. The rights granted to the employee hereunder shall be deemed to be in addition to those provided elsewhere.
- B. The Board and the Association agree not to unlawfully discriminate against any employee on the basis of race, creed, age, color, national origin, sex, marital status, religious affiliation, or membership or non-membership in the Association, or for any lawful activities of the Association or the Board.
- C. 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. 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. The parties agree that any written materials, designs, and/or inventions created by employees 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. 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. 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 provision of Article XI, C.

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. 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. 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. 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 fee 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. 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. 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. 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; (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. Each full-time Instructor shall be responsible for at least 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. The above hours shall be consecutive except for lunch and other break periods unless the employee and the Board mutually agree to nonconsecutive hours.
- b. Each full-time employee shall work at least an average of forty (40) hours per week, inclusive of lunch periods; however, thirty-seven and one-half (37.5) hours a week shall be used to compute such an employee's hourly rate.
- c. The normal work day for a full time employee is seven and one quarter (7.25) consecutive hours. 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. 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.
- e. 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 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 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 Members' personal accumulation or be carried over as compensatory time to the next school year.

## 2. Instructional Assistants

Full-time Instructional Assistants shall work at least six (6) consecutive hours per day exclusive of the lunch period. Anytime beyond the regular six (6) hours of duty time shall be paid at the Instructional Assistant's regular hourly rate. Instructional Assistants shall be on duty thirty (30) minutes prior to the start and thirty (30) minutes following the conclusion of class unless otherwise approved by Administration.

## 3. All Employees

- a. 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 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. In addition to student contact time, staff members shall be available for committee meetings, meetings with the parents and with the administration.

4. No employee shall be required to work three (3) shifts without his/her permission except in an emergency situation.
5. "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 cancelled 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.
6. 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.
7. 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. The Board agrees to initially (through the fourth Friday 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 Friday, 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.
2. 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. 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. 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. It shall be understood that failure of a sufficient number of students to enroll in an Adult Education class shall constitute just cause for cancelling a scheduled and posted course as well as the prospective employment of the Instructor for that course.
6. 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. 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. 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. 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.
- B. 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.
- C. 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 teacher's lounge.
- D. When filling a vacancy, the Board agrees to give first consideration to the applicants(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.
- E. 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.
- F. 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 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.

- G. 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 and the 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. At the beginning 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 of absence with pay charged against sick leave time shall be granted for:
1. 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 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 1a, above, and shall be placed, by the Board, on unpaid leave of absence, up to one (1) year, and receive only the compensation provided by the Workers Compensation or Employer's Liability Insurance.



2. 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. Absence of no more than two (2) days for travel time required to attend funeral.
  4. Absence to attend funeral services other than provided below in C 1 of this Article.
  5. A third personal business day. Such use shall be consistent with C 3 of this Article.
- C. Leaves of absence with pay not charged against sick leave shall be granted for:
1. 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. 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. 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. Leave 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 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 a 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 year to employees who make such requests for the following reasons:

- a. Child care following the birth or adoption of a child;

- b. 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 sick leave days for such purpose;
- d. 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 timely and proper application the Board may grant long-term unpaid leaves of absence of up to one year to employees who make such requests for the following reasons:

- a. Educational leaves or leaves for purposes of skill improvement;
  - b. Travel;
  - c. Other.
3. 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. 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 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. 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. 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 leaves 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) Applicants 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 one (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.
  - 1) 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. Applications 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) calendars 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 or 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 or her address.
- c. All current fringe benefits shall be granted to teachers on sabbatical leave.
- d. An employee shall remain on sabbatical 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 or 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 year period. This rule does not apply in cases wherein 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, research conducted, courses taken, institutions attended, and other such information deemed 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 are subject to the layoff provisions of Article XI.

ARTICLE IX

Employee Evaluation

- A. 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. All first and second year employees shall be formally evaluated at least two (2) times during the school year. The first shall occur at least two (2) months following a teacher'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. All other employees shall be evaluated at least once per year.
2. The completed evaluation form based on at least one 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.

If the employee disagrees with any aspect of the evaluation, he/she may submit a written answer which shall be attached to the file copy of the evaluation form in question.

- B. At least one 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 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. 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. 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. 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. 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 nonadministrative members thereof, except an Instructor may be consulted by the Administration regarding the evaluation of Instructional Assistants assigned to the Instructor's classroom.
- F. 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.
- G. 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. No employee shall be disciplined, including reprimand, suspension, demotion or reduction in compensation, without just cause.
- I. The district shall maintain only one 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. If an employee does not receive an evaluation, it shall be interpreted that the employee's work is satisfactory.
- K. 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

## 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 years 1991-92, 1992-93, 1993-94, as set forth in Appendix C of this Agreement.
- D. 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 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 sixteen (\$16.00) dollars per hour for all employees.
  - 1. Instructors serving as youth group club and/or chapter advisors shall be paid \$250.00. 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 \$16.00 per hour. Compensation for work performed on non-work days shall not exceed seven and one-half hours per day. The total compensation for club and/or chapter advisors shall not exceed \$1,000.00. Payment of compensation for youth group club and chapter advisors is subject to Board approval.
- F. 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. 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. 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 judgement of the Administration regarding whether more than six (6) hours of work is needed.

I. 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.

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 a a rate equal to the beginning step of the Instructor pay schedule.

J. 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 (\$.05) cents 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, 1991, the hourly wage for the 1991-92 School Year for all Adult Education Instructors shall be improved by a factor of five percent (5%). The following hourly wage improvements for all Adult Education Instructors shall be:

1991-92 - 5%	\$16.59
1992-93 - 5%	\$17.42
1993-94 - 5%	\$18.29

2. 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.

ARTICLE XI

Reductions in Personnel

- A. 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, taking into consideration the requests by constituent schools and the financial resources available. 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 employee is 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 sixty (60) days prior to the end of the school year. Should staff reduction be necessary during the school year, the affected employee shall receive at least thirty (30) days' notice prior to layoff and the termination of the individual employee contract.
- B. 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 ten (10) 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, the employee shall be considered to have voluntarily 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. 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. In instances where the District is considering the elimination of a class and/or the reduction of personnel due to lack of enrollment, the following shall apply:
1. Where insufficient enrollment exists for the continuation of a program in its present configuration, an employee will receive notification of layoff one hundred twenty (120) staff work days prior to layoff and the termination of the individual employee contract. Generally, an enrollment of less than 50 per cent of the specified full class enrollment for that particular shift or shifts will result in this notification. The following provisions will be implemented upon notice of layoff:
    - a. A plan to present and explain the program to students and possibly attract additional students will be developed by within thirty (30) staff work days of notice of layoff.
    - b. The development of such plan shall involve the Instructors, the Instructional Assistant, a member of the Advisory Committee, a representative of the Association and an appropriate Administrator.

- c. The plan will identify approaches to be used, the role of the parties involved and the enrollment gains to be made to allow for the retention of the program/class/staff.
- d. Prior to the effective date of a layoff, a determination will be made as to whether or not sufficient enrollment exists to continue the program. If insufficient enrollment still exists to support two shifts of the program, the following actions may be taken:
  - 1) A single shift of that particular program will be offered.
  - 2) The instructional staff assigned to that particular program will be laid off (pink slipped) or reduced to part-time status.
  - 3) That particular program will be eliminated from the instructional program at the Jackson Area Career Center.
  - 4) If enrollment is fifty percent (50%) of or above the specified full class enrollment for each shift, for twenty (20) consecutive student days, then layoff notice will be withdrawn.
- e. The requirements of Article XI C apply only when a class is eliminated and/or staff of a program is reduced solely because of a decline in enrollment and not when the elimination or reduction is due to an employee of a program leaving or when, because of changing career patterns, a job is outdated and the Board determines to eliminate completely the program of training for that job.

#### D. Adult Education

- 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 cancelled at the second session, the Instructor will be paid for at least four (4) hours.

### 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 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 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 Contract. The terms and conditions of said continuing contract shall be subject to the terms and conditions of the Master Contract.

- D. 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. 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. The Board will reimburse employees for professional dues up to a maximum of One Hundred Dollars (\$100.00) 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. 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. 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. 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. The termination of an employee covered by the Michigan Tenure Act, the refusal of the Board to reassign an employee, the placing of any non-tenure employee or probationary employee on a third year probation, the evaluator's subjective assessment of any employee, or any grievance for which an employee applies for redress as provided under the Tenure Act, 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 A above with respect to evaluation procedures contained in Article IX.

- C. 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 or 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 provision 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 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. 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. An individual employee who wishes to drop a grievance may do so without interference from the Association.
- G. 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. Level III (Board of Education) will be the final step available to resolve grievances on Adult Education matters.

## ARTICLE XV

### Miscellaneous Provisions

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. 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.
- D. Student teachers shall not be assigned to any employee without the permission of the employee.
- E. 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.

- F. 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 October 9, 1991 and shall continue in effect through August 14, 1994.

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 1991-94 Agreement shall be as in the 1983-88 Agreement as modified.

This Agreement is hereby entered into this 8th day of October 1991.

JACKSON COUNTY EDUCATION ASSOCIATION

BOARD OF EDUCATION,  
JACKSON COUNTY INTERMEDIATE  
SCHOOL DISTRICT

By: Roger F. Perry  
President, Jackson County  
Education Association

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

By: Stephen Namm  
Mary Lou Deen  
Co-Presidents, Career Center  
Education Association

By: James A. Harty  
Secretary, Board of Education

## APPENDIX A

### Salaries

#### A. Placement on Salary Schedule

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 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.

#### 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 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 six (6) years of experience. Job-related experience shall be limited to (a) related work experience; (b) experience as a teacher or teacher assistant; and (c) work-related training.

D. Salaries

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

APPENDIX A-1

Salary Schedule

5% Increase

1991-92

186 Days Employment plus up to 10 hours Service Time

<u>Steps</u>	<u>Instructors</u>	<u>M.A. or 30 Graduate Semester Hours</u>	<u>Instructional Assistants</u>
0	24,871	26,971	
1	26,049	28,149	
2	27,212	29,312	10,907
3	28,378	30,478	11,953
4	29,546	31,646	12,957
5	30,713	32,813	13,982
6	31,877	33,977	15,007
7	33,040	35,140	16,008
8	34,206	36,306	17,010
9	35,372	37,472	18,013
10	36,536	38,636	
11	37,709	39,809	
12	38,869	40,969	
13	40,034	42,134	
14	41,198	43,298	
15	42,364	44,464	

Rate shall be computed by dividing by 188.

APPENDIX A-2

Salary Schedule

5% Increase

1992-93

186 Days Employment plus up to 10 hours of Service Time

<u>Steps</u>	<u>Instructors</u>	<u>M.A. or 30 Graduate Semester Hours</u>	<u>Instructional Assistants</u>
0	26,115	28,320	
1	27,351	29,556	
2	28,573	30,778	11,452
3	29,797	32,002	12,551
4	31,023	33,228	13,605
5	32,249	34,454	14,681
6	33,471	35,676	15,757
7	34,692	36,897	16,808
8	35,916	38,121	17,861
9	37,141	39,346	18,914
10	38,363	40,568	
11	39,594	41,799	
12	40,812	43,017	
13	42,036	44,241	
14	43,258	45,463	
15	44,482	46,687	

Daily Rate shall be computed by dividing by 188.

APPENDIX A-3

Salary Schedule

5% Increase

1993-94

186 Days Employment plus up to 10 hours Service Time

<u>Steps</u>	<u>Instructors</u>	<u>M.A. or 30 Graduate Semester Hours</u>	<u>Instructional Assistants</u>
0	27,421	29,736	
1	28,719	31,034	
2	30,002	32,317	12,025
3	31,287	33,602	13,179
4	32,574	34,889	14,285
5	33,861	36,177	15,415
6	35,145	37,460	16,545
7	36,427	38,742	17,648
8	37,712	40,027	18,754
9	38,998	41,313	19,860
10	40,281	42,596	
11	41,574	43,889	
12	42,853	45,168	
13	44,138	46,453	
14	45,421	47,736	
15	46,706	49,021	

Daily Rate shall be computed by dividing by 188

APPENDIX B

Fringe Benefits

I. Responsibilities and Limitations

- A. It shall be the responsibility of the employee to complete and submit within their open enrollment period of 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.
- 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 I - For those employees electing health insurance:

Super Care I, Deductible paid by the Board the first and second year of the Master Agreement and by the employee the last year of the Master Agreement.

Long Term Disability

66-2/3% of salary

90 calendar days modified fill

\$2,500 maximum

Freeze on offsets

Alcoholism/drug addiction - 2 years

Mental/nervous same as any other illness

Dental - current coverage

Vision - current coverage

Life insurance

\$30,000 for Instructors, Counselors, Placement Coordinators

\$15,000 for Full-time (6 hours or more) Instructional Assistants



Plan B - For those employees not electing health insurance

\$125.00 per month for insurance options or a Tax Sheltered Annuity  
Long Term Disability same as above  
Dental - same as above  
Vision - same as above  
Life Insurance - same as above

MESSA Pac for the first and second years of the Master Agreement, 1991-1992 and 1992-93.

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 (60) percent of the employee's daily rate for a maximum of thirty (30) days or until he/she has is eligible to receive other long term disability insurance benefits, whichever occurs first.

- III. 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 or superior to those plans specified in II and III above, but this provision shall not be operative during the term of this Agreement, except that, in the last year of the agreement only, 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 with sixty (60) days advance notice to the Association. 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.
- IV. Where spouses are both employed by the Jackson County Intermediate School District, one employee may select the plan including Health Insurance and the other the option to Health Insurance.
- V. Adult Education Instructors will receive only fringe benefits mandated by law.

## 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. The number of Career Center staff work days shall be one hundred eight-six (186), the student attendance days shall be one hundred eight-three (183). Two (2) non-student work days shall be scheduled 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 addition, the Board may schedule 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, and in-service/workshops. 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 basis only, at time and dates herein before scheduled.

JACKSON AREA CAREER CENTER  
RECOMMENDED 1991-92 SCHOOL CALENDAR

					No Days							No Days	
M	T	W	TH	F	Student/Staff	Staff Only	M	T	W	TH	F	Student/Staff	Staff only
<u>AUGUST</u>							<u>JANUARY</u>						
		21	22	23	0	3	20	21	22	23	24	5	5
26	27	28	29	30	4	5	27	28	29	30	31	5	5
<u>SEPTEMBER</u>							<u>FEBRUARY</u>						
2	3	4	5	6	4	4	3	4	5	6	7	5	5
9	10	11	12	13	5	5	10	11	12	13	14	5	5
16	17	18	19	20	5	5	17	18	19	20	21	5	5
23	24	25	26	27	5	5	24	25	26	27	28	5	5
30					1	1	<u>MARCH</u>						
<u>OCTOBER</u>							2	3	4	5	5	5	5
	1	2	3	4	4	4	9	10	11	12	13	5	5
7	8	9	10	11	5	5	16	17	18	19	20	5	5
14	15	16	17	18	5	5	23	24	25	26	27	5	5
21	22	23	24	25	5	5	30	31				0	0
28	29	30	31		4	4	<u>APRIL</u>						
<u>NOVEMBER</u>									1	2	3	0	0
				1	1	1	6	7	8	9	10	5	5
4	5	6	7	8	5	5	13	14	15	16	17	4	4
11	12	13	14	15	5	5	20	21	22	23	24	5	5
18	19	20	21	22	5	5	27	28	29	30		4	4
25	26	27	28	29	3	3	<u>MAY</u>						
<u>DECEMBER</u>											1	1	1
2	3	4	5	6	5	5	4	5	6	7	8	5	5
9	10	11	12	13	5	5	11	12	13	14	15	5	5
16	17	18	19	20	5	5	18	19	20	21	22	5	5
23	24	25	26	27	0	0	25	26	27	28	29	4	4
30	31				0	0	<u>JUNE</u>						
<u>JANUARY</u>							1	2	3	4	5	5	5
		1	2	3	0	0							
6	7	8	9	10	5	5	<u>TOTAL</u>					93	93
13	14	15	16*	17	4	4	<u>GRAND TOTAL</u>					183	187
<u>TOTAL</u>					90	94							

\* Recommended first semester break & record day

○ STAFF ONLY

□ STUDENT/STAFF VACATION

JACKSON AREA CAREER CENTER  
RECOMMENDED 1992-93 SCHOOL CALENDAR

M	T	W	TH	F	No Days Student/Staff Staff Only		M	T	W	TH	F	No Days Student/Staff Staff Only	
<u>AUGUST</u>							<u>JANUARY</u>						
				(28)	0	1	25	26	27	28	29	5	5
				(31)	0	1	<u>FEBRUARY</u>						
<u>SEPTEMBER</u>							1	2	3	4	5	5	5
	1	2	3	4	4	4	8	9	10	11	12	5	5
7	8	9	10	11	4	4	15	16	17	18	19	5	5
14	15	16	17	18	5	5	22	23	24	25	26	5	5
21	22	23	24	25	5	5	<u>MARCH</u>						
28	29	30			3	3	1	2	3	4	5	5	5
<u>OCTOBER</u>							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	<u>APRIL</u>						
26	27	28	29	30	5	5				1	2	2	2
<u>NOVEMBER</u>							5	6	7	8	9	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	26	27	3	3	<u>MAY</u>						
30					1	1	3	4	5	6	7	5	5
<u>DECEMBER</u>							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	31					0	0
21	22	23	24	25	0	0	<u>JUNE</u>						
28	29	30	31		0	0	1	2	3	4	5	5	5
<u>JANUARY</u>							8	9	10			3	3
				1	0	0	<u>TOTAL</u>					93	93
4	5	6	7	8	5	5	<u>GRAND TOTAL</u>					183	186
11	12	13	14	15	5	5							
18	19	20	21	*22	4	5							
<u>TOTAL</u>					90	93							

STAFF ONLY  
 STUDENT/STAFF VACATION

\* Recommended first semester break & record day

JACKSON AREA CAREER CENTER  
RECOMMENDED 1993-94 SCHOOL CALENDAR

					No. Days							No. Days	
M	T	W	TH	F	Student/Staff	Staff Only	M	T	W	TH	F	Student/Staff	Staff Only
<u>AUGUST</u>							<u>JANUARY</u>						
				27	0	1	24	25	26	27	28	5	5
30	31				1	2	31					1	1
<u>SEPTEMBER</u>							<u>FEBRUARY</u>						
	1	2	3		3	3		1	2	3	4	4	4
6	7	8	9	10	4	4	7	8	9	10	11	5	5
12	13	14	15	16	5	5	14	15	16	17	18	5	5
20	21	22	23	24	5	5	21	22	23	24	25	5	5
27	28	29	30		4	4	28					1	1
<u>OCTOBER</u>							<u>MARCH</u>						
				1	1	1		1	2	3	4	4	4
4	5	6	7	8	5	5	7	8	9	10	11	5	5
11	12	13	14	15	5	5	14	15	16	17	18	5	5
18	19	20	21	22	5	5	21	22	23	24	25	5	5
25	26	27	28	29	5	5	28	29	30	31		4	4
<u>NOVEMBER</u>							<u>APRIL</u>						
1	2	3	4	5	5	5					1	1	1
8	9	10	11	12	5	5	4	5	6	7	8	0	0
15	16	17	18	19	5	5	11	12	13	14	15	5	5
22	23	24	25	26	3	3	18	19	20	21	22	5	5
29	30				2	2	25	26	27	28	29	5	5
<u>DECEMBER</u>							<u>MAY</u>						
	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	0	0	23	24	25	26	27	5	5
27	28	29	30	31	0	0	30	31				1	1
<u>JANUARY</u>							<u>JUNE</u>						
3	4	5	6	7	5	5			1	2	3	3	3
10	11	12	13	14	5	5	6	7	8	9		4	4
17	18	19	20	*21	4	5	<u>TOTAL</u>					93	93
<u>TOTAL</u>					90	93	<u>GRAND TOTAL</u>					183	186

\* Recommended first semester break & record day

○ STAFF ONLY  
□ STUDENT/STAFF VACATION

LETTER OF UNDERSTANDING

October 9, 1991

Dear Mr. Green and Mr. Hall:

During the 1991 negotiations, the C.C.E.A. has expressed a concern for reprisals directed towards employees because of claims or complaints pursued through the grievance procedure and for maintaining the confidentiality of employees.

The District does not support reprisals arising from employees' involvement in grievances. We are interested in being informed of any such situation so that it may be addressed. Employees are encouraged to discuss these situations with their immediate supervisor, the Director of Vocational Education, and/or the Director of Human Resources. If it cannot be satisfactorily resolved at this level, then the situation will be presented to the Superintendent. An alternative is for the situation to be discussed by the committee referred to in Article II, Section G of the Master Agreement.

The District feels that is in the best interest of its employees and the District for employees to express their concerns to their supervisor, The Director of Vocational Education, or the Director of Human Resources and we hope that employees will continue to take advantage of this informal and effective method of problem solving.

Respectfully,

  
Linda J. Tortorice  
Director of Human Resources/Legal Counsel

LETTER OF UNDERSTANDING

October 9, 1991

Dear Mr. Green and Mr. Hall:

The Board of education of the Jackson County Intermediate School District reserves the right to develop and/or offer a retirement incentive program. A retirement incentive program shall include at least the following elements:

1. The employee must meet the qualifications to be eligible for the program.
2. Participation in the program will be voluntary.
3. The employee must draw retirement benefits from the Michigan Public School Employees Retirement System immediately upon resignation or his/her employment.
4. Employees must elect to participate in the program within the specific time period determined by the Board.
5. The incentive shall be a specific amount of money determined by the Board.

Respectfully,

  
Linda J. Tortorice  
Director of Human Resources/Legal Counsel

LETTER OF UNDERSTANDING

October 9, 1991


Dear Ms. Deren and Mr. Nason:

To accommodate the negotiated 186 staff work days during the 1991-92 school calendar, a reduction of four (4) staff work days will be accomplished as follows:

1. Schedule January 17, 1992 as a student/staff vacation day and employees will turn in student records by the end of the work day on January 16, 1992;
2. Schedule June 5, 1992 as the last work day; and
3. Each employee may schedule in advance with the Principal one (1) paid floating absence day during the remainder of the 1991-92 school year. The Principal shall grant up to three (3) employees' requests for such absences on any one day.

Attached is a revised 1991-92 Jackson Area Career Center calendar.

Respectfully,

  
Linda J. Tortorice  
Director, Human Resources/Legal Counsel



