

## Agreement Preamble

Democratic Values. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness and respect for the Constitution and the Bill of Rights and to instill appreciation of values of individual personality. It is recognized that these democratic values can best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for the teacher and the student is encouraged.

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

**Master Agreement  
1993-1998  
between  
The Jefferson Schools Board of Education  
and  
The Jefferson Education Association**

This Agreement is entered into this 13th day of January, 1995, by and between the Jefferson Education Association, here-in-after called the "Association", and the Board of Education of the Jefferson School District, Monroe County, Michigan, here-in-after called the "Board".

### WITNESSETH:

WHEREAS, the Board and the Association, in accordance with the Public Employment Relations Act (Act 379 of the Michigan Public Act of 1965) have reached certain understandings with respect to rates of pay, hours of employment, and other terms and conditions of employment which they desire to confirm in agreement.

THEREFORE, it is hereby agreed as follows:



## TABLE OF CONTENTS

<b>Preamble/Agreement/Witnesseth</b>	
Master Agreement .....	i
<b>Table of Contents</b>	
Articles and Schedules.....	ii-v
<b>Article 1</b>	
Recognition, Inclusions, Delimitations, Definitions .....	1
<b>Article 2</b>	
Rights of the Board .....	1-2
<b>Article 3</b>	
Association and Teacher Rights .....	2-4
<b>Article 4</b>	
Membership Fees and Payroll Deduction .....	4-5
<b>Article 5</b>	
Teaching Hours and Class Loads .....	5-7
<b>Article 6</b>	
Special Student Programs.....	7
<b>Article 7</b>	
Teaching Conditions.....	7-10
<b>Article 8</b>	
Instructional Improvement.....	10-12
<b>Article 9</b>	
Qualifications and Assignments .....	12-14
<b>Article 10</b>	
Vacancies and Assignments.....	14-15
<b>Article 11</b>	
Illness and Disability .....	15-16
<b>Article 12</b>	
Paid Leaves of Absence .....	16-19
<b>Article 13</b>	
Unpaid Leaves of Absence .....	19-20
<b>Article 14</b>	
Teacher Evaluation .....	21-22
<b>Article 15</b>	
Professional Conduct .....	23

<b>Article 16</b>	
Severance Compensation .....	23-24
<b>Article 17</b>	
Reductions in Personnel and Annexation and Consolidation of District .....	24-26
<b>Article 18</b>	
Continuity of Operations .....	26-27
<b>Article 19</b>	
School Calendar .....	27
<b>Article 20</b>	
Professional Compensation .....	28-29
<b>Article 21</b>	
Special Teaching Assignments .....	29-30
<b>Article 22</b>	
Student Discipline and Teacher Protection .....	30-31
<b>Article 23</b>	
Group Insurance Protection .....	31-32
<b>Article 24</b>	
Professional Grievance Procedure .....	32-34
<b>Article 25</b>	
Negotiation Procedures .....	34
<b>Article 26</b>	
Health.....	35
<b>Article 27</b>	
Orientation of New Teachers .....	35-36
<b>Article 28</b>	
In-Service Training .....	36
<b>Article 29</b>	
Miscellaneous Provisions .....	36-37
<b>Article 30</b>	
Educational Improvements.....	37
<b>Article 31</b>	
Seniority.....	37-39
<b>Article 32</b>	
Duration of Agreement .....	74
<b>Schedule A</b>	
School Events .....	40-42

<b>Schedule B</b>	
Teacher Salary Scale.....	43-44
<b>Schedule C</b>	
Athletic and Miscellaneous Schedule .....	45-49
<b>Schedule D</b>	
Grievance Report Form .....	50
<b>Schedule E</b>	
Dues Authorization Form .....	51
<b>Schedule F</b>	
Employee Leave Request Form .....	51
<b>Schedule G</b>	
Teacher Observation Form.....	53-58
Final Evaluation Report Form .....	52
<b>Schedule H</b>	
Educational Leave Request Form .....	59
<b>Schedule I</b>	
Salary Lane Change Request .....	60
<b>Schedule J</b>	
Graduate Credit Class Advance Approval.....	61
<b>Schedule K</b>	
Request for Work Schedule Change.....	61
<b>Schedule L</b>	
Request to Attend Conference .....	62
<b>Schedule M</b>	
Conference Expense Report .....	63
<b>Schedule N</b>	
Waiver and Release .....	64
<b>Letter of Understanding - A</b>	
Voc Ed Director .....	65
<b>Letter of Understanding - B</b>	
Part Time Assignment Reimbursement.....	66-67
<b>Letter of Understanding - C</b>	
Attendance of Teacher's Children at Jefferson Schools .....	68
<b>Letter of Understanding - D</b>	
Decrease in District Resources.....	69

**Letter of Understanding - E**  
School Nurse .....70-72

**Letter of Understanding - F**  
990 Hours.....73

**Appendix A**  
School Events 1996-97 and 1997-98.....76  
School Calendar 1996-97 .....77-87  
School Calendar 1997-98 .....88-98

**Article 1**  
**Recognition, Inclusions, Delimitations, Definitions**

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- A. Recognition. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for Contracted and Certificated Teaching Personnel for purposes of collective bargaining in respect to rates of pay, hours of employment, and other employment conditions. The Board agrees not to negotiate with or recognize any teachers organization other than the Association for the duration of this Agreement.
- B. Inclusions. Certificated and teacher personnel (tenure or probationary), with valid contracts signed by the Board's authorized representative, who hold a teaching position or other certificated position with the Jefferson Schools, including counselors and certificated librarians, comprise the bargaining unit, whether on active duty or on bona fide leave of absence as expressed in this Agreement.
- C. Delimitations. Administrative or supervisory personnel are expressly excluded from the terms and conditions of the Agreement, i.e., Superintendent, Assistant Superintendent(s), Principal(s), Federal Projects Coordinator(s), Assistant Principal(s), Director(s) of Vocational Education, Athletic Director, and such other supervisory positions as expressed or intended within the meaning of the Public Employment Relations Act. Also, certified teachers in the Adult/Community Education program, including Alternative Education, and certified teachers in the Naval R.O.T.C. program, are expressly excluded from the terms and conditions of the Agreement.
- D. "Teacher-Board" Definitions. The term "teacher" when used herein shall refer to those employees included in the bargaining unit as set forth in paragraph "B" above, and references to male teachers shall also include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.
- E. Consistent with the past practice and policy of the Board of Education, it is hereby mutually agreed between the parties that 'tenure-in-position' in non-classroom positions (as defined in Article III, Section 1 of the Michigan Teacher Tenure Act) shall be denied to all bargaining unit members employed in any position eligible for acquisition of such tenure-in-position. It is further agreed that individual contracts of employment specifically excluding acquisition of such tenure-in-position (and waiving any such tenure-in-position previously acquired under predecessor contracts of employment) shall be offered to all bargaining unit members in positions eligible under law for tenure-in-position.

**Article 2**  
**Rights of the Board**

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- A. Legal, Organizational, Operational. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Michigan and of the United States provided that such rights and responsibilities not covered by

1 Constitutional Law shall be exercised by the Board in conformity with the provisions of this  
2 Agreement, including the right:

- 3
- 4 1. Management/Control. To the executive management and administrative control of the  
5 school system and its properties and facilities, and the activities of its employees during the  
6 school day.
  - 7
  - 8 2. Hiring. To hire all employees, subject to the provisions of the law, to determine their  
9 qualifications and the conditions of their continued employment, and to promote and  
10 transfer all such employees, or their dismissal or demotion.
  - 11
  - 12 3. Instruction. To establish grades and approve courses for instruction, including special  
13 programs, and to provide for athletic, recreational and social events for students, all as  
14 deemed necessary or advisable by the Board.
  - 15
  - 16 4. School Organization. To decide upon the organization of the school for instruction, the final  
17 selection of textbooks and other teaching materials, and the selection and use of teaching  
18 aids.
  - 19
  - 20 5. Teaching Conditions. To determine class schedules, the hours of instruction and the duties,  
21 responsibilities and assignments of teachers and other employees with respect to adminis-  
22 trative and non-teaching activities, and the terms and conditions of employment within the  
23 frame-work of this Agreement.
  - 24
  - 25 B. Exercise Rights. The exercise of the foregoing powers, rights, authority, duties and responsi-  
26 bilities by the Board, the adoption of policies, rules, regulations and practices in furtherance  
27 thereof, and the use of judgment and discretion in connection therewith shall be limited only by  
28 the specific and express terms of this Agreement, and then only to the extent such specific and  
29 express terms hereof are in conformance with the Constitution and laws of the State of Michigan  
30 and the Constitution and laws of the United States.
  - 31

32

33 **Article 3**  
34 **Association and Teacher Rights**

- 35
- 36 A. Legal. It is expressly understood that teachers are endowed with all the rights and protections  
37 afforded by the laws, statutes and constitutions of the United States and the State of Michigan.  
38 Specifically pursuant to the Michigan Public Employee Relations Act, the Board hereby agrees  
39 that every employee shall have the right freely to organize, join, and support the Association for  
40 the purpose of engaging in collective bargaining and negotiations. Accordingly, the Board  
41 agrees that it will in no way discourage, deprive or coerce any teacher in the enjoyment of these  
42 rights.
  - 43
  - 44 1. Ethical. In recognition of duty to the teaching profession, teachers will conduct themselves,  
45 both in their classrooms and communities, in accordance with the Code of Ethics of the  
46 Education Profession.
  - 47 2. Contract Continuity Continuing contracts, once granted to a teacher by the Board of

Education of the Jefferson Schools, shall be in force until a teacher is discharged through the regular procedure as outlined by the Michigan Tenure Act, Act #4, of the Public Acts of the first extra session of 1937, as amended.

- B. Meetings. The Association and its representatives shall have the right to meet in a designated area of a school building with the approval of the Building Principal, whose approval shall not be unreasonably withheld, and outside the normal school day for meetings, provided that when special custodial service is required, the Board may make a charge in accordance with Board policy.
- C. Business Transaction. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property during the regular school day, with the approval of the Principal, provided such business shall not interfere with or interrupt school operations or performance responsibilities. The Principal will ascertain the availability of staff members and assign an available room upon request where the conference may be held.
- D. Equipment Use. The Association will be permitted to use school equipment, typewriters, mimeographing machines, other duplication equipment, telephones, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay the cost of all materials and supplies incident to such use. No equipment shall be removed from the school premises for the Association's use.
- E. Notices, Insignia. The Association will be permitted to post notices of its activities and matters of Association concern only on teacher faculty lounge bulletin boards. The Association may use the district mail service and teacher mail boxes for official communications to teachers. Teachers may wear reasonable insignia pins or other identification of membership in the Association. Insignia may not be affixed to school property.
- F. Data Requests. The Board agrees to furnish to the Association within two (2) weeks, in response to reasonable written request, information concerning the financial resources of the district. Such information may include, but not necessarily be limited to: annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, minutes of all public Board meetings, treasurer's reports, census and membership data, names and addresses of all teachers, together with information which might reasonably be necessary for the Association to process any grievance or complaint.
- G. Program Change Notification. The Association shall be notified by the Board, whenever possible, of any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of educational policy which are proposed, and the Association shall be given reasonable opportunity to consult with the Board with respect to said matters prior to final adoption.
- H. Board Agenda Notification. The Topic Agenda for Board meetings will be sent to the Association President at least two (2) days prior to the meeting date.
- I. Personnel Files. Teachers shall have the right to review their personnel files, excluding confidential records such as, placement credentials, and letters of recommendation. The teacher

1 may be accompanied by an Association representative.  
2  
3

- 4 J. Political Activities. Political activities of any teacher seeking or holding office or campaigning  
5 for candidates shall be outside of school duty hours.  
6  
7 K. Association Membership. Association membership shall be open to all teachers regardless  
8 of race, creed, sex, marital status, national origin, or handicap.  
9  
10 L. Administering Provisions. The provisions of this Agreement and the wages, hours, terms and  
11 conditions of employment shall be administered in a professional manner which is not arbitrary,  
12 capricious, or discriminatory and without regard to race, creed, religion, color, national origin,  
13 age, sex, marital status, or handicap.  
14

15  
16 **Article 4**  
17 **Membership Fees and Payroll Deduction**  
18

- 19 A. Deduction Authorization. New teachers shall, prior to the end of the first week of school, sign  
20 and deliver to the Board an authorization form for deduction of membership dues and  
21 assessments of the Association (including the National and Michigan Education Association).  
22 Such authorization shall continue in effect from year to year unless revoked in writing between  
23 June 1 and September 1 of a given year.  
24  
25 B. Expense Recognition. It is recognized that the proper negotiation and administration of  
26 collective bargaining agreements entail expense which is appropriately shared by all teachers  
27 who are beneficiaries of such agreements.  
28

29 Therefore, all teachers as a condition of continued employment shall:  
30

- 31 1. Dues Deduction. Sign and deliver to the Board an authorization for the deduction of  
32 membership dues and assessments of the Association(s): National, State, and Local.  
33  
34 2. Cash Payment. Or sign and deliver to the Association an intent to pay membership dues and  
35 assessments in cash. Such payments must be made within sixty days from commencement  
36 of school.  
37  
38 3. Representation Fee. Or pay a fee to the Association that will cover representation benefits  
39 as determined by the Association which shall not exceed 1 or 2 above.  
40  
41 C. Non-Compliance Termination Notice. In the event that a teacher shall not comply with the  
42 foregoing stipulations of membership or service fee, the Board agrees that in order to effectuate  
43 the purposes of the PERA and this Agreement, the services of said teacher(s) shall be  
44 discontinued as of the end of the current school year. Such teacher(s) shall be notified in writing  
45 of the termination of their services immediately upon the expiration of the sixty (60) day period.  
46  
47 D. Contesting Discharge. Should the teacher(s) so notified for termination be engaged in the

pursuance of legal remedies contesting the discharge under this provision before the Michigan Tenure Commission or a court of competent jurisdiction, such teacher's services shall not be terminated until such time as such teacher or teachers have either obtained a final decision as to the validity or legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies available to them by not making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

- E. Board's Cost Immunity. In any case in which a teacher or teachers contest a discharge under the provisions of the paragraph B, and it is necessary for the Board to defend its position and to engage legal counsel, and to incur other expenses in so doing, the Association agrees to pay the expenses and/or liabilities incurred by the Board.
- F. Deduction Installments. Payroll deductions for dues and for service charges will be made in twenty-three (23) equal "pay period" installments after receipt of a signed authorization by the individual teacher. If a teacher has less than twenty-three (23) pays after signing the authorization, the installments will be prorated equally in remaining "pay period" checks.
- G. Deduction Dates. Teachers employed at the beginning of the second semester shall have deductions begin with the first pay in February and end with the last pay in June. Those desiring to pay cash directly to the Association shall be obligated to begin such payments within thirty (30) days of their employment.
- H. Authorization Forms. Authorization for dues deduction shall be submitted to the Board Office on the form set forth in annexed Schedule E.
- I. Other Deductions. The Board shall also make payroll deductions upon written authorization from teachers for annuities, savings bonds, voluntary contributions to MEA-PAC and NEA-PAC, charitable contributions and other Board authorized deductions. There shall be a limit of five (5) approved annuity programs permitted in a payroll deduction program. All present employees may continue in their present companies; henceforth, only the five (5) jointly selected companies will be retained for payroll deduction purposes. All payroll deductions programs must be approved by the Board with written authorization of the teacher.
- J. Save Harmless. The Board shall not be liable for any errors or losses in the administration of this Article unless it is shown that the Board was negligent in the care and handling of monies involved.

## Article 5

### Teaching Hours and Class Loads

- A. Teachers shall be in the classroom, available for assignment, or engaged in other instructional or counseling responsibilities, no later than 15 minutes prior to class starting time in their assigned buildings.

On-duty hours for all teachers shall be 7 1/2 hours, as follows: High School, 7:00-2:30; Middle School, 7:30-3:00; Elementary School, 8:15-3:45. The administration reserves the

1 right to adjust (without lengthening the on-duty hours) on-duty times for all teachers fifteen  
2 (15) minutes in either direction.

- 3  
4 B. The normal daily teaching load in the school system shall not exceed six (6) hours of pupil  
5 contact. Pupil contact is defined as:  
6 1. actual teacher time in the classroom;  
7 2. the passing of classes;  
8 3. supervised study period.  
9

10 For Pre-K-5 teachers, supervised time prior to and after the pupils' regular school program shall  
11 be considered pupil contact time for the purposes of this Article. Exceptions to this contact time  
12 will be necessary in emergency situations.  
13

- 14 C. All teachers shall be entitled to a duty free uninterrupted lunch period, but in no event less than  
15 thirty (30) minutes.  
16

- 17 D. Preparation time for High School and Middle School staff shall be equal to the length of one class  
18 period in each respective building. Elementary School teachers shall use as preparation time,  
19 one (1) thirty minute recess period, in addition to the time their entire classes are receiving  
20 instruction in Art, Music, or Physical Education. Every effort to distribute this time throughout  
21 the week shall be made by the administration. When necessary, preferable schedules will be  
22 rotated on an annual basis. Such preparation time for all staff shall fall between admittance time  
23 of students to first hour, and dismissal from last hour. Teachers who are responsible for teaching  
24 reading shall receive some assistance in personnel or release time for the purpose of completing  
25 the necessary paper work required by the management program. This shall apply only to a  
26 program that requires extensive recording.  
27

- 28 E. Teachers of Music, Art, Physical Education and the Laboratory Sciences, Librarians, Speech  
29 Therapists, Reading Consultants, Visiting Teachers, Counselors, and Special Education Teach-  
30 ers, shall be provided relief and preparation time to the same extent as other teachers as scheduled  
31 by the building administrator. Every effort will be made to schedule planning time in twenty  
32 (20) minutes or greater blocks of time.  
33

- 34 F. All teachers shall be required to attend staff meetings, which may include the total building,  
35 grade or department, as scheduled through the administration. These meetings may be  
36 scheduled within the required work day. Any meetings scheduled outside the work day shall  
37 not exceed one (1) hour per month and shall be scheduled through the building principal.  
38

- 39 G. Parent-Teacher Conferences and Open Houses for each building will be placed within the  
40 calendar as negotiated by the parties.  
41

- 42 H. Extra-Curricular Assignments. (Out of regular school hours)  
43

- 44 1. All teachers may be assigned extra-curricular duties up to twelve (12) hours per year. Hours  
45 assigned in each building will be as equitably distributed as possible. Assignments may  
46 vary among the buildings.  
47

- 2. Examples of extra-curricular duties include, but are not limited to: parent-teacher conferences, parent-teacher organization meetings, dance supervision, school program supervision, school program productions, open house programs, carnival activities, and supervision and duties associated with school athletic contests.
- 3. Teacher input will be considered when making assignments.

There shall be no additional compensation for any time provided under this section.

**Article 6**  
**Special Student Programs**

- A. Student Placement. The parties recognize that students having special physical, mental and emotional problems may require specialized instruction which will be provided in Resource Rooms. These students will be placed in regular classrooms according to rules set forth by the State Department of Education.
- B. Psychologist and Social Workers. School psychologists and social workers may be employed and assigned to our school district as provided by the Monroe County Intermediate School District.
- C. Referral. The Board of Education will provide appropriate assistance in referring emotionally disturbed students to the Monroe County Mental Health Clinic for the purpose of diagnosis and/or therapy, if recommended by the clinic.
- D. Parents Refusal. All determinations of a student's status are the Board's responsibility if there is a refusal on the part of parents to use the clinic.

**Article 7**  
**Teaching Conditions**

- A. Class Size. The Board agrees to take all reasonable and necessary steps to maintain class sizes at or below the following:

Pre-K, Developmental, Transition.....	18
K .....	23
1-3.....	25
4-5.....	28
6-12.....	30

Students from High Potential, Speech, and Resource Rooms in grades Pre-K-5 will be equitably

1 distributed between and among regular classrooms. When regular classes exceed the optimum  
2 numbers by three (3) or more, the excess students will be assigned to another classroom if  
3 possible. Should reassignment not be possible, a teacher assistant will be employed if the  
4 condition exists for more than thirty (30) school days. Special classes such as Choir, Band, and  
5 Physical Education will, within reason, be exceptions to the optimum limits.  
6

7 B. Equipment and Maintenance. The Board will keep all schools adequately equipped with all  
8 necessary machinery and supplies, and will properly maintain all buildings and such equipment  
9 and supplies as necessary. The parties will confer from time to time for the purpose of improving  
10 the selection and use of such educational equipment.  
11

12 C. Plant Maintenance. No teacher or student shall be required to remain in a building for more than  
13 three (3) hours if due to lack of electricity, water, or extreme temperatures that fall below fifty-  
14 five (55) degrees or over ninety (90) degrees, or if the health of persons are endangered.  
15

16 D. Teacher's Reference Library. The Board shall provide a budget to continue a teachers' reference  
17 library in each school in the district. Said library shall include professional books and  
18 periodicals, sample texts requested by building staff members and other such appropriate  
19 materials. These materials shall be requisitioned and purchased through the regular channels.  
20 During the life of this agreement, the budget for each such library shall be \$200 per building per  
21 year. The Association will appoint a teacher in each school to control and be responsible for  
22 all materials assigned to the reference library, and will file with the principal at the close of the  
23 school year a detailed inventory of materials. All materials placed within the teachers' libraries  
24 must have the approval of the building principal.  
25

26 E. Duplicating Facilities. The Board shall make available in each school, typing, duplicating and  
27 other necessary equipment and facilities, for the use of the teachers. These facilities and  
28 equipment will be made available on an equitable basis, and every effort will be made to ensure  
29 that teachers' needs regarding the use of equipment and clerical staff time are met in a timely  
30 manner.  
31

32 F. Provisions. The Board shall provide:  
33

- 34 1. A separate and individual desk for each teacher in the district.
- 35 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
- 36 3. Chalkboard space in every classroom.
- 37 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught  
38 by the teacher.
- 39 5. A dictionary in every classroom.
- 40 6. Storage space in each classroom for instructional materials.
- 41 7. Attendance books, chalk, erasers, and other such materials required in daily teaching  
42 responsibilities.
- 43 8. Gym uniforms for physical education teachers, smocks for art and home economics  
44 teachers, laboratory coats for laboratory science teachers and shop coats for industrial  
45 arts teachers shall be purchased by the Board of Education as follows:  
46 One (1) uniform for each physical education teacher.  
47 Two (2) laboratory coats for each science teacher.

- Two (2) shop coats for each industrial arts teacher. 1
- The cost of each uniform shall be determined by the Superintendent of Schools. 2
- Laundering and minor repairs shall be the teacher's responsibility. Replacement of the 3
- uniform shall be determined by the building principal. The original requisition for the 4
- protective clothing and any replacement shall be made through the regular department 5
- budget approved by the building principal. 6
9. Two (2) drawers in a metal filing cabinet will be furnished for each teacher in the district. 7
10. Additional protective or safety equipment for a teacher as required by the State will also 8
- be provided after approval by the Superintendent. 9
11. Students will have their needs met in order to be able to perform their learning re- 10
- quirements by having proper educational materials and facilities. 11
- 12
- G. Assistants. The Board agrees to employ teacher assistants as conditions (Article 7A) and 13
- programs warrant. 14
- 15
1. Teachers will be consulted about the use of teacher assistants in their classroom. This 16
- includes the selection process, times, and use of assistants in the classroom as such 17
- conforms with the State and Federal Guidelines and Board regulations. 18
2. The assistant(s) shall work under the direction of the teacher as outlined by the principal. 19
- Performance evaluations shall be the responsibility of the principal, as assigned, with 20
- input considerations from respective teachers. 21
- 22
- H. Facilities Use. The Board shall provide in each school adequate lunchroom, restroom, and 23
- lavatory facilities for teacher use, and at least one room, appropriately furnished (with bulletin 24
- board) which shall be reserved as a faculty lounge. All future buildings will contain rooms and 25
- facilities as described above. 26
- 27
- I. Telephone. Telephone facilities will be made available to teachers. All professional long 28
- distance phone calls shall be logged. Any personal calls shall be billed to the home phone. 29
- 30
- J. Vending Machines. Vending machines may be installed in teacher workrooms and/or 31
- lunchrooms in schools having twenty-five (25) or more teachers. The teaching staff of such 32
- schools having these vending machines will finance, maintain, and operate the machines, as well 33
- as determine the purpose for which the profits will be used. 34
- 35
- K. Mail Service. Mail service will be provided daily to all school buildings. 36
- 37
- L. Parking. Adequate off street parking facilities shall be designated and maintained for staff use. 38
- 39
- M. Standardized Test Scoring. Teachers will not be responsible for grading standardized tests 40
- administered as part of the district's testing program. 41
- 42
- N. Public Address System. The public address system in schools shall be used in a professional 43
- manner. 44
- 45
- 46
- 47

- 1 O. When a P-T conference is scheduled, a room will be made available.
- 2 P. Keys. Keys will be provided to all teachers for the teacher's lunchroom/planning area.
- 3
- 4 Q. Smoking. Smoking in all buildings shall be regulated in accordance with Board Policy.
- 5
- 6 R. Inclusion. The parties acknowledge the policy of least restrictive environment and the need for
- 7 staff to participate in the I. E. P. meeting(s) which may initially place, or continue placement
- 8 of a student in a general education classroom.
- 9

10 Children with special needs such as suctioning, catheterization, diapering, or other personal

11 hygiene or medical needs shall be addressed through the I.E.P. and shall not be the responsibility

12 of the classroom teacher except in life threatening or extenuating circumstances.

13

14

15

16 **Article 8**

17 **Instructional Improvement**

18

19 A. Chairs.

20

- 21 1. Conditions: The Board approves the establishment of secondary department and elemen-
- 22 tary grade level chairs. The number of members and duties thereof shall be the responsibility
- 23 of the Board and shall be established by Board Policy.
- 24
- 25 2. Selection: Department/grade level chairs will be recommended by building principals with
- 26 appointment by the Superintendent of Schools. The following areas are offered as
- 27 suggestions to the Board to consider for department/grade level representation:
- 28

29 High School (9-12)

30 Language Arts

31 Math

32 Science

33 Social Studies

34 Special Education

35 Business

36 Guidance

37 Fine Arts (Home Ec., Art, and Music)

38 Foreign Language

39 Industrial Arts

40

41

Middle School (6-8)

Language Arts

Math

Science

Social Studies

Reading

Special Education

Physical Education

Student Activities

Applied Arts (shop, home ec.)

42 Kindergarten - 12th Grade

43 Physical Education/Health

44 Music

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46 Elementary (Pre-K - 5)

47 Preschool

Kindergarten  
 Grade One/Transition  
 Grade Two  
 Grade Three  
 Grade Four  
 Grade Five  
 Special Education

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3. Meeting Dates. Department/grade level representatives will meet monthly with teachers, in the respective areas which they represent, to consider improvements and/or changes in curriculum and other related matters as outline by Board policy. Agendas shall be provided and minutes kept. Copies of both are to be provided to the building principals.

B. Curriculum Study Committee

The teachers of the school district shall be involved in developing and formulating the curriculum. They shall serve on curriculum study committees. These committees will be formed in accordance with an adoption program which addresses every area of the curricula.

1. Composition. The Board approves the establishment of a Curriculum Study Committee composed of teachers, and administrators. The duties thereof shall be the responsibility of the Board. Teachers will be recommended by building principals to represent each building. Selection will be made from interested parties. Appointments will be made by the Superintendent of Schools based upon these recommendations.

Elementary Level:

The Curriculum Study Committee Representatives at the elementary level shall rotate according to the following schedule:

<u>Year</u>	<u>Building</u>	<u>Representatives</u>
1993-94	Hurd Road	Kindergarten and Third Grade
	Sodt	First Grade and Fourth Grade
	North	Second Grade and Fifth Grade
1994-95	Sodt	Kindergarten and Third Grade
	North	First Grade and Fourth Grade
	Hurd Road	Second Grade and Fifth Grade
1995-96	North	Kindergarten and Third Grade
	Hurd	First Grade and Fourth Grade
	Sodt	Second Grade and Fifth Grade
1996-97	Same as 1993-94	
1997-98	Same as 1994-95	

1 Secondary Level:

2 A maximum of two (2) representative from the subject area being studied.

3  
4 C. Compensation. Compensation for department/grade level chairpersons, and Curriculum Study  
5 Representatives, shall be as listed in Schedule "C".

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7  
8 **Article 9**

9 **Qualifications and Assignments**

10  
11 A. Qualifications and Assignments. As an initial qualification for employment, teachers employed  
12 by the Board for contracted teaching assignments shall have attained at least a Bachelor's degree  
13 from an accredited college or university, and a provisional, continuing, permanent, or profes-  
14 sional certificate unless necessity requires implementation of parts B, C, and/or D.

15  
16 B. Special Permits. Employment of teachers with special or approved permits shall be governed  
17 by the Administration Rules governing the Certification of Michigan Teachers.

18  
19 C. Assignments and Schedules. All teachers shall be given written notice of their assignments for  
20 the forthcoming school year during the month of May if the budget has been assured. Tentative  
21 teaching schedules will be made available to all staff by August 15. In the event that changes  
22 in assignments or teaching schedules are proposed, all teachers affected shall be notified  
23 promptly and consulted. In no event will changes in teachers' assignments be made later than  
24 the fifteenth (15th) day of August preceding the commencement of the school year unless an  
25 emergency requires such changes.

26  
27 1. Elementary teachers (Pre-K-5) shall be assigned by grade level and building.

28 2. Secondary teachers shall be assigned by subject(s) and building.

29 3. Teachers whose positions cannot be assigned as above will be assigned by program.

30 4. Teachers hired after September 1, 1987, must possess the following qualifications:

31 (a) In order to be assigned to teach in grades 6-12, the teacher must hold at least a  
32 state-endorsed teaching minor in his/her assigned area. In assignments for  
33 grades 9-12, the added requirements of North Central, if any, must be met.

34  
35 (b) Staff members holding state certificates listing "All Subjects K-8," or "All Subjects  
36 Grades 7-8," shall have a specific subject area teaching major or minor in order to  
37 be assigned initially to the 6th, 7th, or 8th grade level(s).

38  
39 (c) Teachers who hold K-8 certification in all subjects and are subject to lay off shall not  
40 be governed by this provision but shall meet the guidelines contained in Article 17,  
41 Section C-7.

42  
43 (d) Staff members teaching in a Pre-School Program shall possess an Early Childhood  
44 Certificate Endorsement (R.390.1101) Rule 1 (c).

45 "Early Childhood Certificate endorsement" means an authorization to teach  
46 in any school program preceding or including kindergarten."  
47

regular school year, shall be with the consent of the teacher. Teachers in the district will be given first consideration on the basis of tenure and length of service in the Jefferson District for said assignments, however, appointments shall be made on the basis of total qualifications.

E. Certification. It is the teachers responsibility to see that proper State of Michigan certification is maintained and kept up-to-date. State law prohibits the continued employment of a teacher without valid certification.

F. Part-Time Teachers. Any teacher in the school system regularly assigned on a part time basis will be paid on a pro-rated basis on the proper step of the salary schedule. The hourly rate will be based upon a seven (7) hour work day which does not include a lunch hour. Pay will be issued to teachers for actual pupil contact time plus fifteen (15) minutes preparation time for each pupil contact hour (60 minutes). The exception to the above pupil contact time will be Pre-School and Kindergarten where teachers will be paid a full one half time basis (3 1/2) hours). An appropriate contract which will include the conditions of employment will be developed for the individual teacher. Teachers will know the classroom assignment each year, previous to signing their contract.

G. Shared Assignments (Part Time).

1. With the approval of the employer, two (2) bargaining unit members may agree to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. For the purpose of this Article, a shared assignment is either:
  - a. Working one (1) semester during the school year, either first semester or second semester.
  - b. Working each day, but less than a full day. In elementary assignments, this would be teaching either morning or afternoon. In secondary assignments, it would mean having less than the normal assigned instructional periods per day.
  - c. Working less than five (5) days per week.

During the period of a shared assignment, bargaining unit members remain subject to and may exercise options under the provisions of Article 10, Vacancies, Promotions and Transfers.

2. Each bargaining unit member participating in a shared assignment shall be granted seniority on a pro-rated basis for the school year in which a shared assignment is in effect. Salary of bargaining unit members with shared assignments shall be pro-rated. For example:
  - a. Shared assignments of working one (1) semester: 50% of full salary.
  - b. Shared assignment of working each day, morning or afternoon: 50% of full

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salary.  
c. Shared assignment of working three (3) days per week: 60% of full salary.

- 3. Each bargaining unit member participating in a shared assignment shall be credited with all of the pro-rated leave days provided bargaining unit members under Article 11, Sick Leave. Pro-rated insurance benefits as provided in Article 23 shall be provided all bargaining unit members who are working part or shared-time.
- 4. Bargaining unit members requesting shared assignments shall notify the employer in writing by April 1st. Renewals will be subject to Administrative approval. Requests must be submitted on the form as illustrated in this contract, Schedule K.
- 5. Bargaining unit members in shared time/part time assignments will be required to attend/work all inservices/staff development activities, staff meetings, Parent-Teacher Conferences, records days, grade level meetings and extra curricular assignments without additional compensation.
- 6. Bargaining members in shared time positions shall stay in said position until a full time position is available.

**Article 10**  
**Vacancies and Assignments**

- A. Assignments. Assignments for the coming school year will be posted during the month of May of each year, unless the budget has not been assured by that time. The Board, when making assignments, agrees to keep involuntary assignments to a minimum and to take into consideration teacher requests for reassignment.
- B. Change of Assignments. The parties recognize that it is desirable, in making assignments, to consider the best interests of students and teachers. Requests for reassignment by teachers shall be made in writing to the Superintendent prior to April 15. The application shall set forth the reasons for the request, the position, the assignment, and the building. All such requests expire on the first day of the new school year, and are submitted only to notify the administration of teachers' desires in changing assignments.
- C. Involuntary Reassignment. An involuntary reassignment (one made after assignments are posted) will be made only in cases of enrollment or curriculum changes, or in emergency situations. The Superintendent shall make any needed involuntary reassignments by inverse order of seniority of those affected, provided that the reassigned teacher is certified and qualified to teach in the area to which he/she is being assigned.  
  
Involuntary reassignments may also be made to avoid the layoff of senior teachers, or to reduce the number of senior teachers to be laid off. A teacher who is involuntarily reassigned shall be given notice in writing of the reason(s) for such reassignment.
- D. Vacancy Defined. A vacancy shall be defined as a newly created position, or a present position

that is not filled but which the Board intends to fill. A vacancy exists only when the number of positions to be filled exceeds the number of staff available to fill the positions.

- E. Vacancy Posting. Whenever any vacancy occurs within the bargaining unit, the Board shall post such position by sending written notices to the Association President, to the general Association membership (when school is not in session), and by posting notice in all buildings for seven (7) days. No vacancy shall be filled except in the case of emergency until such position has been posted.

For anticipated vacancies that occur prior to the posting of teacher assignments, such vacancies will be posted and filled from within the present teaching staff on the basis of certification, qualifications, and seniority. Posted positions shall be the current year's assignments.

For anticipated vacancies that occur after the assignments have been posted but prior to August 1, the positions posted shall be for the fall school term. Such positions shall be filled from within the teaching staff on the basis of certification, qualifications, and seniority.

For vacancies which occur on or after August 1, the Board shall post such positions and may fill them from within the present teaching staff. It is recognized that it may be difficult to fill such positions from within the present teaching staff without undue disruption to the existing instructional program.

The Board, using reasonable judgment, may fill such vacancies from within the present teaching staff or with outside candidates, whichever best serves the needs of the school district.

- F. Vacancy Application. All certified teachers may apply for any posted vacancy. The Board will consider applicants on the basis of certification, qualifications, and seniority.

## Article 11 Illness and Disability

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

2. The unused portion of such allowance shall accumulate to a maximum of one hundred eighty (180) school days. After June 30th, any unused sick days in excess of 180 days, shall be paid at a rate of thirty dollars (\$30.00) per day.

- B. Reporting Absence. Teachers, reporting absence, shall be informed of a telephone number

1 they shall call prior to:

2  
3 5:30 a.m. - High School

4 6:00 a.m. - Middle School

5 6:30 a.m. - Elementary School

6  
7 Once a teacher has reported unavailability, it shall be the responsibility of the Administration  
8 to arrange for a substitute teacher.

9  
10 C. Contract Violations. In cases where the Administration is not notified by the agreed time,  
11 teachers guilty of first and second offenses per semester, shall receive written warnings. The  
12 third and subsequent offenses per semester may result in the employee being denied the use of  
13 sick leave for the day(s) in questions.

14  
15 D. Exhausted Leave Time. A tenure teacher who is unable to teach because of a personal illness  
16 or disability and who has exhausted all sick leave available shall be granted a leave of absence  
17 without pay for the duration of such illness or disability, up to three (3) years. (Renewable each  
18 semester in writing.)

19  
20 E. Injury (On Duty). Absence due to injury incurred in the course of the teacher's employment  
21 shall be charged to earned sick leave until the date that Workman's Compensation begins the  
22 weekly pay in lieu of the teacher's contract salary. The teacher's accumulated unused sick leave  
23 then shall be used to pay the difference of the Workman's Compensation weekly pay and the  
24 teacher's regular contract pay until the accumulated sick leave has been depleted. The teacher  
25 will then receive the weekly compensation from the insurance carrier until he/she returns to  
26 work or the insurance obligation has been fulfilled according to the State Insurance Commis-  
27 sion.

28  
29 F. Accumulation Notification. At the beginning of each school year, the Board will notify each  
30 teacher of the number of his/her accumulated sick days.

31  
32 G. Injury (Outside Employment). In the event a teacher is injured as a result of outside employment  
33 (employment with an outside employer during the regular school year), said teacher shall not  
34 receive sick day benefits.

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36 H. Continued Absence. The Administration has a right, after five (5) consecutive days or more of  
37 absence, to have the teacher's physical condition checked by a physician of the school's  
38 choosing to verify eligible disability.

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40 Unless specifically approved by a doctor, which may be verified by the school's physician, any  
41 illness or disability leave can extend for only thirty (30) calendar days.

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44 **Article 12**  
45 **Paid Leaves of Absence**

46  
47 A. Personal Business Leave.

1. The parties agree there may be personal conditions or circumstances which may require teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such leave, not to be accumulated nor deducted from sick leave, may be used under the following conditions.
    - a. Days Granted. All teachers are entitled to two (2) days with full pay, per school year. Such days are in addition to sick leave but, if unused, will be added to teachers' accumulated sick leave at the end of each school year. Reasons for the use of such personal days will be stated in writing when two (2) personal days are taken consecutively.
    - b. Leave Condition. This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours, or during vacation periods. Personal business days may be taken for the following reasons: Medical, Legal, Educational, Financial, or Domestic.
    - c. Request Procedure. Teachers desiring to use such a leave will submit their requests on the application at least three (3) days in advance of the anticipated absence except in the cases of emergency; in such case, the teacher shall apply as soon as possible. This form must be filed with the principal.
    - d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a part-time job, or working for themselves in a commercial enterprise, for hunting, for fishing, for shopping, or other forms of recreation. Such days of absence shall not occur immediately preceding or following a vacation period or holiday if avoidable.
    - e. Authorization. The request form shall be signed by the Superintendent or authorized agent and returned to the teacher requesting the leave at least one (1) day prior to the requested day. Approval or rejection will be so indicated on the form.
  2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick leave if an emergency exists. All requests shall be channelled through the Building Principal.
  3. Violation, Consequences, and Penalties. A teacher violating the provisions of this Article shall be subject to a deduction of salary for days improperly used, and may be subject to disciplinary action.
- B. Judicial Leave. A teacher called for jury duty or to give testimony before any judicial or administrative tribunal shall be compensated for the difference between the teaching pay and the pay received for the performance of such obligation.
- C. Funeral Leave. All employees covered by this Agreement shall be granted funeral leave, with earned compensation for days the employees are scheduled to work. Days for which compensation was earned shall be deducted from the employees sick leave bank. The days must be consecutive with and include the day of the funeral. Funeral leave shall be granted as follows:
1. A maximum of five (5) consecutive days in the event of the death of the employee's

- 1 spouse, children, step-children, mother, father, step-mother, step-father, brother, or
- 2 sister.
- 3
- 4 2. A maximum of three (3) consecutive days in the event of the death of the
- 5 employee's mother-in-law, father-in-law, grandparents, or grandchildren.
- 6
- 7 3. A maximum of one (1) day in the event of the death of the employee's aunt, uncle,
- 8 sister-in-law, or brother-in-law.
- 9

10 Extenuating circumstances may warrant additional time. If granted, such additional time shall  
 11 also be charged to the employee's earned allowable sick leave bank.

12

13 D. Family Illness. Absence because of illness in the immediate family may be charged to sick leave  
 14 for a limited period of time. The length of the leave shall be left to the discretion of the  
 15 Superintendent or designee whose decision will be based on the seriousness of the occasion.

16

17 E. Association Leave. At the beginning of every school year, the Association shall have available  
 18 twenty (20) days to be used by officers or agents of the JEA. The use of said days shall be at  
 19 the discretion of the Association which agrees to notify the Board no less than forty-eight (48)  
 20 hours in advance of such leave. Compensation shall be as follows:

21

22 Days 1 - 5	paid by the Board
23 Days 6 - 10	paid by the Association
24 Days 11 - 15	paid by the Board
25 Days 16 - 20	paid by the Association

26

27 F. Salary Adjustments. Each case will be judged on its own merit and salary adjustments shall be  
 28 made as necessary.

29

30 G. Marriage. A teacher who marries will be granted up to two (2) days of leave for that purpose  
 31 which shall be taken from sick days.

32

33 H. Educational Leave. The Board may grant certified personnel a leave of one (1) year for  
 34 professional study if the staff member has served Jefferson at least five (5) years. If twelve (12)  
 35 semester hours of credit IN A PLANNED PROGRAM appropriate to the teacher's professional  
 36 development have been earned each six (6) months of the leave, the staff member is eligible for  
 37 the regular salary increment the following year. The staff member will receive 40% of his/her  
 38 current salary AND BENEFITS. The form requesting approval from the Board must be  
 39 submitted to the Superintendent by April 1. Teachers applying for Educational Leave should  
 40 use the Schedule H form.

41

42 A teacher returning from such leave will be assigned to the same or a similar position. At the  
 43 secondary level (6-12), every effort will be made to return the teacher to the same subject area.  
 44 At the elementary level (Pre-K-5), every effort will be made to return the teacher to the same  
 45 grade level.

46

47 If the staff member does not return to Jefferson Schools, all pay and benefit costs shall be repaid

to the Board. A staff member must serve Jefferson Schools for three (3) years upon return or must repay one third (1/3) of the stipend for each year not on the payroll.

- I. Notification. The Association shall be notified in writing of all leaves granted to unit members.

### Article 13 Unpaid Leaves of Absence

- A. Military Leave. A military leave of absence may be granted to any teacher of a military reserve unit in any branch of the armed forces of the United States. A teacher in the military reserve who is assigned active or emergency duty during the regular contract year must notify the Superintendent, or his building principal, immediately upon his notification.
- B. Association Officers Leave. A leave of absence of up to two (2) years shall be granted to any teacher upon application for the purpose of serving as an officer of the Association or on its staff. Upon return from such leave, such teacher shall be placed at the same place of the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.
- C. Public Office Leave. A leave of absence shall be granted for a period of up to two (2) years to any teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the return from such leave, a teacher shall be placed at the same place on the salary schedule where he or she left. The assignment will be made on the basis of qualifications and preparation, within the guidelines of the Tenure Law.
- D. Child Care Leave.
1. The Board shall grant child leave under the following conditions:
    - a. For teachers requesting leave any time within a given school year:
      - (1) The length of the leave shall be for at least the remainder of the nine (9) week marking period. Requests for leave must be submitted at least thirty (30) days prior to the commencement of the leave.
      - (2) One renewal may be granted, upon request, for any consecutive marking period(s). The request(s) must be made within three (3) weeks of the teacher's established return date. The request must be made in writing to the Superintendent of Schools.
    - b. For teachers requesting leave any time after the existing school year:
      - (1) The length of the leave shall be for the next marking period or longer, providing said leave is requested prior to July 1.
      - (2) One renewal may be granted, upon request, for a maximum of one (1) additional school year. The request must be made in writing to the Superintendent of

Schools.

- c. All leaves granted under this section shall expire at the end of a marking period with the total leave not to exceed eight (8) marking periods.
  2. The Board shall re-employ a teacher returning from child care leave according to provisions of Section H of this Article.
  3. A written clearance by the teacher's physician stating that said teacher is physically able to resume classroom duties may be required prior to the teacher resuming a position. The Board reserves the right for a teacher to be examined by a second physician of competence in the required area(s). Should the boards' choice be objectionable for valid reasons, the Board will consider the selection of another physician.
  4. It is understood that any teacher on such leave shall not be employed elsewhere as a full-time teacher during the period covered by the leave. If so employed, the leave is void and therefore cancelled.
- E. Health Leave. If a teacher is in need of a short leave of absence (one (1) to six (6) weeks) due to circumstances of health within his immediate family and/or personal health and/or disability, including maternity, the Superintendent may grant the unpaid leave.
- F. Personal Leave. If a teacher is in need of a short leave of absence (one (1) to five (5) days) due to personal reasons, the Superintendent may grant the unpaid leave.
- G. Additional Leaves. The Board may grant unpaid leaves for reasons other than those above. The advantage to the School District will be a prime consideration. Renewal shall be at the discretion of the Board.
- H. Return From Leave. The Board agrees that a tenured teacher returning from an unpaid leave, other than a health leave or personal leave, granted under this Article, shall be entitled to reinstatement according to the following:
1. The returning teacher will be entitled to replace the least-senior probationary teacher occupying a position for which the returning teacher is certified, qualified, and has greater seniority.
  2. If no probationary teacher occupies a position for which the returning teacher is certified and qualified, the returning teacher will be entitled to replace the least-senior tenured teacher occupying a position for which the returning teacher possesses certification, qualification, and seniority.
  3. A teacher completing at least one-half (1/2) of the scheduled work days his/her last year shall be granted a one (1) step increment upon his/her return.
- I. Notification. The Association shall be notified in writing of all leaves granted to unit members.

**Article 14**  
**Teacher Evaluation**

**A. Probationary Teachers.**

1. **Responsibility.** The work performance of all teachers is the responsibility of the Administration with such performance to be in the form of a written evaluation. Probationary teachers shall be observed at least three (3) times during the school year with the following understandings:
  - a. Observations will be completed prior to March 1st.
  - b. At least twenty (20) school days between observations.
  - c. Allowances will be made for extenuating circumstances or recent hardships on teachers.
  - d. When necessary, an administrator has the right to request that another administrator conduct an observation(s) and write an evaluation of the teacher whose performance is in question. Said teacher shall have the right to select the administrator within the following ranges: Elementary - A Pre-K - 5 Building Administrator, Secondary - A Middle School or High School Building Administrator.
  - e. Teacher Coaches and/or Department Chairpeople will be made available to assist and/or advise probationary people but not to evaluate.
  - f. The final evaluation report will be a summary of all observations from the observation period and should reflect the total efforts of the teacher. This report will be completed by March 15th.
2. **Conditions.** Observations shall be conducted by the teacher's administrator and/or in accordance with (d) above. Each observation shall be made in person for as near thirty (30) minutes as may be practical. All monitoring or observation of the work of a teacher shall be conducted openly and with the full knowledge of the teacher. The use of eavesdropping, closed circuit television, public address, audio systems, or similar surveillance devices shall be strictly prohibited.
3. **Reports.** Two (2) copies of each written observation/evaluation shall be submitted to the teacher within five days of the observation, one (1) to be signed within five (5) days and to be returned to the Administration, the other to be retained by the teacher. In the event the teacher feels the observation/evaluation was incomplete or unjust, he/she may put any objections in writing and have them attached to the report which will be placed in the personnel file. All observations/evaluations shall be based upon valid criteria for evaluating professional growth as jointly determined by the Board and the Association. Such criteria shall be contained on the observation/evaluation instrument approved by the Board and Association.

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2 4. Follow-Up Reports. Any observation/evaluation report which notes an area in need of  
3 correction shall be handled in the following manner: within five (5) days of the signing of  
4 the observation report, the Administration shall identify specific ways/means/steps that the  
5 teacher may use to correct the noted problem. The method by which the correction process  
6 will be monitored and a realistic time frame for doing so will also be noted.  
7 Two (2) copies of the above will be given to the teacher with one (1) to be signed  
8 by the teacher within five (5) days and returned to the Administration, the other to be retained  
9 by the teacher.

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12 The teacher's signature does not necessarily indicate agreement with the report but only  
13 acknowledges receipt of the report.  
14

15 B. Tenure Teachers. Tenure teachers will be formally evaluated at least once in each two (2) year  
16 period. The final evaluation shall be completed by May 15th and shall be preceded by at least  
17 one (1) classroom observation. The evaluation of tenure teachers shall be subject to Sections  
18 one (1b, c, d, e), two (2), three (3), and four (4) of Part A of this Article.  
19

20 C. Teacher Evaluation. Any proposed evaluation instrument may be reviewed by a committee of  
21 staff for a period not to exceed sixty (60) days. Failure to recommend modification within this  
22 sixty (60) day period shall constitute acceptance.  
23

24 D. Personnel File Content. No defamatory material, originating with the Jefferson Schools, may  
25 be placed in a teacher's personnel file without allowing the teacher an opportunity to file a  
26 response thereto, and said response shall become a part of said file.  
27

28 1. Any communication between the Administration and a teacher, if it is to be placed in  
29 teacher's personnel file, will bear a notice of such intent.  
30

31 2. All communications to a teacher will be dated and addressed to the individual to whom it  
32 is directed.  
33

34 3. The subject matter of communications will be listed on the memoranda.  
35

36 4. The distribution of all copies of communications will be listed at the bottom of such  
37 communications.  
38

39 5. A teacher will be given the opportunity to file a response to all communications. Such  
40 responses will become part of the personnel file.  
41

42 E. Infraction Representation. A teacher shall at all times be entitled to have present a representative  
43 of the Association when he is being reprimanded, warned, or disciplined for any infraction of  
44 rules or delinquency in professional performance. A teacher shall be notified by an adminis-  
45 trator of the desire for a conference and the topic of conversation. If the teacher desires an  
46 Association Representative to be present, the time of the conference will allow his/her presence.  
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**Article 15**  
**Professional Conduct**

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- A. Compliance. Teachers are expected to comply with reasonable rules, regulations, and directions from time to time adopted by the Board or its representatives which are not inconsistent with the provisions of this Agreement.
  - B. Breaching of Professional Behavior. The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absences, willful deficiencies in professional performance or other violations of professional behavior reflect adversely upon the teaching profession. The Association will use its best efforts to correct breaches of professional behavior by any teacher.
  - C. Consequences. It is further recognized by the teacher that if, after warnings in writing by the Administrator, (copies to be provided to the teacher and copies to be retained by the Administrator), such practices continue, the Board may institute proceedings against said teacher, which may result in further discipline up to and including discharge.
  - D. Responsibility. A teacher's primary responsibilities are in his classroom or regular facility in which his basic assignment occurs. However, as an employee of the Board, he/she also has student responsibilities throughout the building and grounds during regular school hours at the place of his employment.
  - E. Discipline - Representation. A teacher shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or delinquency in a professional performance. Reprimands or disciplinary action against a teacher can only be implemented by an administrator. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. The Association shall provide representation in a timely manner.
  - F. Due Process. No teacher, tenure or probationary, shall be reprimanded, warned, disciplined, or deprived of any position, reduced in rank or compensation, or dismissed from employment without due process. The Board endorses the general concept of progressive discipline, but reserves the right to impose a more immediate and severe penalty if the situation warrants. In addition just cause shall be accorded to all tenure teachers.
  - G. Tardiness. If a staff member is frequently tardy reporting to his assignment, or leaving early, a written warning will be given to the teacher. Should further offenses occur, the Board reserves the right to take disciplinary action.

**Article 16**  
**Severance Compensation**

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47
- A. Resignation Of Employment.

1 Teachers with ten (10) years or more of service to the District (indistrict service as a teacher)  
2 shall, upon resignation, receive additional compensation according to the following table:  
3

4

5 <u>Years of Service</u>	6 <u>Percentage of Current Base Salary</u>
7 10	20
8 11	22
9 12	24
10 13	26
11 14	28
12 15	30
13 16	32
14 17	34
15 18	36
16 19	38
17 20	40
18 21	42
19 22	44
20 23	46
21 24	48
22 25	50
23 26	52
24 27	54
25 28	56
26 29	58
27 30 or over	60

28 B. Waiver and Release. All payments made under this article shall require the signing of the  
29 WAIVER AND RELEASE form found in Schedule N of this contract.  
30

31 C. Limitation. First year retirement compensation shall be limited to no more than six (6)  
32 employees per contract year unless so authorized by the Board of Education. Seniority shall  
33 be the controlling factor.  
34

35  
36 **Article 17**  
37 **Reductions in Personnel and Annexation and Consolidations of District**  
38

39 A. Obligation. To the fullest extent permitted by law, this Agreement shall be binding upon any  
40 school district into which or with which this district shall be merged or combined.  
41

42 B. Consolidation. In the event this district shall be combined with one or more districts, the Board  
43 will use its best efforts to assure continued employment of Association members in such  
44 consolidated district.  
45

46 C. Reduction of Personnel.  
47

1. Before the Board acts to reduce the teaching staff for any reason, the Board shall notify the Association of the necessity, and shall furnish a list of the staff positions needed to implement the proposed educational program for the forthcoming year and in addition, shall meet with the Association to discuss the best manner of staffing. Teachers shall be given notice of layoff at least sixty (60) days prior to the effective date of the layoff.
2. Reduction of certified staff positions of bargaining unit members shall be made in inverse order of seniority, and according to certification and qualifications.
3. Probationary employees will be laid off first and shall not be retained over tenured teachers except where no tenured teacher is certified or qualified to fill a position remaining.
4. Tenured teachers will be laid off in inverse order of seniority, and according to certifications and qualifications as herein defined.
5. "Certified" shall be defined as a state-recognized valid teaching certificate. A teacher will be considered certified for only those areas listed and university-verified as of the effective date of the layoff.

B) Bumping shall be allowed only in cases where positions have been eliminated through a reduction in staff in a building or department. The teacher bumped must be the one with the least district seniority in the area, department, or building. Those affected by the original bump may follow the same procedure to secure a new position.

Elementary teaching areas, such as Art, Music, Physical Education, etc., will be subject to district seniority in their respective teaching areas of specialization. If no such position is available, then the teacher will follow the Elementary Bumping Procedure in step 2.

1. Grades 6-12. When it becomes necessary to reduce a 6-12 position, the teacher with the lowest district seniority in the area or department will be considered displaced. That teacher must first bump in his/her major; if there is no position available in his/her major, he/she must bump in his/her minor. If there is no position available in his/her minor, he/she may then bump in other areas covered by his/her certificate, the teacher with the least seniority in his/her area, unless this would cause a more senior teacher to be laid off. If there is still no position available, and the teacher from a 6-12 position has an elementary certificate, that teacher will follow step (2). If the teacher does not have an elementary certificate, he/she shall be laid off.
2. Elementary Bumping Procedure (PreK-5). When it becomes necessary to decrease a position(s) in an elementary building(s), the teacher with the lowest seniority in his/her current grade level where the reduction is occurring has the following options:
  - a. Bump the lowest senior teacher in the building, or bump the lowest senior elementary teacher in the district.
  - b. If option a is not available, the teacher must bump the lowest senior teacher in the district covered by his/her certificate.

1 c. If options a and b are not available, the teacher shall be laid off.  
2  
3

- 4 7. If teachers are to be reassigned to areas in the Middle School as permitted by their state  
5 certification, but do not meet the additional requirements listed in subsection 6, above, the  
6 following provisions will apply: A staff member must obtain a state-endorsed teaching  
7 major or minor in the field to which he/she is assigned. Credits must be earned at a minimum  
8 rate of six (6) credits per year. Tuition costs for obtaining such credit shall be shared equally  
9 by the staff member and the Board. If the teacher is involuntarily reassigned while he/she  
10 is enrolled in such credit courses, the Board shall pay the full tuition costs. Credits thus  
11 earned shall not be counted toward a salary lane change. However, a staff member not  
12 having the required major or minor for Middle School shall be exempt from such additional  
13 credit requirements if he/she has had one (1) year of successful Jefferson teaching  
14 experience in the area to which he/she is to be reassigned.  
15
- 16 8. Teachers on leaves of absence will be given notice of layoff if such teachers were scheduled  
17 to return to work but no position exists for which they have seniority, certification, and  
18 qualifications to claim. Such teachers shall be placed on the layoff list and will be recalled  
19 pursuant to the provisions of this Article.  
20
- 21 9. Laid off teachers shall be recalled to the first position for which they are certified and  
22 qualified in order of seniority.  
23
- 24 10. A laid off teacher who has seniority shall be considered laid off until he/she is reinstated in  
25 the school district. Refusal of an offer from the Board of a position for which the laid off  
26 teacher is certified, or failure to respond within fifteen (15) days of the receipt of a written  
27 offer, shall constitute a forfeiture of all seniority and rights of recall.  
28
- 29 11. Notification of recall shall be in writing, with a copy sent to the Association. The notification  
30 shall be sent by certified mail to the teacher's last known address. It shall be the  
31 responsibility of the teacher to notify the Board of any change in address.  
32
- 33 12. A laid off teacher shall continue to receive his/her full insurance benefits (Life, Dental,  
34 Health) through the remainder of the school year in which he/she is laid off, and through the  
35 summer months of June, July and August. Such a laid off teacher may continue his/her  
36 health, dental, and life insurance benefits beyond this cutoff date by paying monthly the  
37 normal, per-subscriber group rate premium for such benefits to the Board, and under  
38 provisions established by the insurance carrier.  
39
- 40 13. A laid off teacher shall, upon application, be granted priority status on the substitute teacher  
41 list.  
42
- 43 14. During a period of impending layoffs, all requests by teachers for leaves of absence shall  
44 be granted by the Board.  
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## Article 18

## Continuity of Operations

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- A. Resolution Dispute. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment Relations Act.
- B. Board Agreement. The Board agrees that it will not, during the period of the Agreement, directly or indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- C. Acts of God. Nothing in this article shall require the Board to keep schools open in the event of severe and inclement weather or when otherwise presented by the Act of God. The school year may be extended as outlined by state law and regulations, and if extended shall be done so in accordance with the negotiated calendar. Such extension, if required, shall not entitle teachers to additional compensation.

## Article 19 School Calendar

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- A. Compliance. The school calendar shall be followed as presented in Schedule A. There shall be no deviation from or change in the school calendar except by mutual agreement between the Board and the Association.
- B. Record Days. Record days shall be provided as shown in Schedule A, Calendars. Any days provided shall be used for the completion of teacher records. Students shall be excused from attendance on these days.
- C. Contract Days. The calendar will show one hundred-eighty (180) student days or portions thereof. The teachers' work year shall be one hundred-eighty two (182) days, less any authorized "Act of God" days. Any such "Act of God" days beyond the allowance set by Michigan Law and Department of Education regulations will be made up by students and teachers at the end of the school year or at other times as specified by the calendar. Teachers will not receive additional compensation for the make up of such "Act of God" days beyond the "Grace Days" provided for under Michigan Law and Department of Education regulations, but will receive their regular pay for any such days when such days are observed. New teachers shall be scheduled to work one (1) day more than returning teachers, as shown in the calendar.
- D. All parties agree to meet the state requirements on teacher/student contact time concerning hours per year and days per year. If it becomes necessary to increase current teacher/student contact time to meet state requirements, the means for implementing said increase(s) shall be negotiated by the administration and the JEA.

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4 **Article 20**  
5 **Professional Compensation**  
6

- 7 A. Salary Schedule. The basic salary schedule is set forth in Schedule B. Such salary schedule shall  
8 remain in effect during the term of this Agreement.  
9
- 10 B. Experience Credit. The Superintendent and/or Board may grant experience credit to newly  
11 employed teachers with the maximum grant being limited to that experience previously earned  
12 or ten (10) years, whichever is less.  
13
- 14 C. Longevity. Longevity increments of \$500 each will be due at steps 12-15-18-21-24-27-30.  
15 The total increment at each step is as follows:  
16 ( Steps 12 - 14, add \$500 ), ( Steps 15 - 17, add \$1000 ), ( Steps 18 - 20, add \$1500 ),  
17 ( Steps 21 - 23, add \$2000 ), ( Steps 24 - 26, add \$2500 ), ( Steps 27 - 29, add \$3000 ),  
18 ( Steps 30 - up, add \$3500 ).  
19
- 20 D. Extra Duty. Extra duty assignments are set forth in Schedule C. Such salary schedule shall  
21 remain in effect during the term of this Agreement.  
22
- 23 E. Mileage Reimbursement. Teachers required in the course of their work to drive personal  
24 automobiles from one school building to another shall receive a car allowance at the Board's  
25 established rate per mile. The same allowance shall be given for the use of personal cars for  
26 authorized field trips or other business of the District. It is expressly understood that this does  
27 not constitute the leasing of a teacher's vehicle.  
28
- 29 F. Teaching Overload. If a teacher shall teach more than the normal teaching load as set forth in  
30 this article and is permanently assigned an additional class, he shall receive additional  
31 compensation at the rate one-twelfth (1/12) of the base contract salary for senior or junior high  
32 per semester.  
33
- 34 G. Additional Work Rate. The agreed hourly rate for a teacher for additional hours beyond the  
35 normal school day and/or year shall be twenty dollars (\$20.00) per meeting hour and twenty-  
36 two dollars (\$22.00) per teaching hour. All hourly assignments must be made and approved  
37 by the Administration. All teachers in the school system will be eligible for this pay rate. Where  
38 applicable, teachers that are needed for less than one (1) hour of employment will receive a pro-  
39 rated compensation. No additional compensation will be paid for classes that need to be split  
40 on an emergency and temporary basis (temporary meaning for up to half (1/2) day).  
41
- 42 H. Hourly Substitutes. Hourly substitutes for secondary assignments will be assigned by the  
43 Administrator. Hourly substitutes will be assigned to an opening if the teacher has an open  
44 period and is willing to assume the extra load. If more than one teacher is available for duty  
45 during the period in question, the willingness and equitable distribution of the load will be  
46 considered. The rate per hour shall be the amount stated in item "G" above.  
47

I. Pay Rate. The elementary teacher will be paid according to the following teaching schedule: Classes of one-half (1/2) hour or less, sixteen dollars (\$16.00); over one-half (1/2) hour, twenty-two dollars (\$22.00). No additional compensation will be paid for classes that need to be split on an emergency basis and temporary basis (temporary meaning for up to one-half (1/2) day).

J. Salary Lane Change Credit. As a teacher moves from Lane 1 (BA) to Lane 2 (MA), he/she must have a Master's Degree from an accredited college or university. In order for a teacher to move from Lane 2 to Lane 3, he/she must complete post-graduate hours from an accredited college or university. No hours will count towards a move into Lane 3 or Lane 4 unless the courses were taken after the completion of the Master's Degree.

All graduate programs or courses anticipated being taken for credit toward a salary schedule change shall be reviewed previously by the Administration.

In addition to the listed salary in Lane 4, teachers meeting one of the following conditions shall receive a maximum annual salary addition of one thousand five hundred dollars (\$1,500.00):

1. Hold two (2) Masters Degrees (minimum of sixty (60) graduate hours)
2. Hold a Specialist Degree
3. Hold an earned Doctorate Degree

For a lane change effective first semester, requests must be received by October 1st. For a lane change effective second semester, requests must be received by February 1st. Forms for requesting lane changes or additional compensation are available at the Superintendent's Office. Teachers applying for Salary Lane Change Credit should use the Schedule I form.

## Article 21

### Special Teaching Assignments

A. Summer School. Assignments for Summer School Programs will be posted and filled on an annual basis by the Board. Teachers represented in this Agreement will first be offered assignments on the basis of certification, qualifications, and seniority. The rate of pay will be twenty-two dollars (\$22.00) per teaching hour. There will be no compensation for preparation time.

B. Driver Education.

1. Pay Rate. The qualified Driver Education teachers will be paid at the rate of one-hundred dollars (\$100.00) per student completing the course. Instructors will be paid for those students completing six (6) hours behind the wheel training and related instruction. No payment is to be made if students have not completed three (3) hours behind the wheel instruction.

2. Car, Insurance, Maintenance. Driver Education cars, maintenance, and insurance shall be furnished by the school district.

3. Car Custody. Driver Education cars will be kept at a location specified by the school

1 administration (Superintendent), and will not be used for personal reasons. An additional  
2 ten dollars (\$10.00) per student will be paid if the car is kept at school.

3  
4 4. Classroom Use. Classroom space will be provided for the use of Driver Education students.  
5 Rooms will include adequate storage space and equipment.

6  
7 5. Driver Education Chairperson. The Chairperson shall receive additional compensation as  
8 listed in Schedule C for the responsibilities of program continuity and care of equipment.

9  
10  
11 **Article 22**

12 **Student Discipline and Teacher Protection**

13  
14 A. Discipline Maintenance and Control. The Board recognizes its responsibility to give all  
15 reasonable support and assistance to teachers with respect to the maintenance of control and  
16 discipline in the classroom. The Board further recognizes that the teacher may not fairly be  
17 expected to assume the role of warden or custodian for emotionally disturbed students nor to  
18 be charged with responsibility for psychotherapy. Whenever it appears that a particular pupil  
19 requires the attention of special counselors, social workers, law enforcement personnel,  
20 physicians or other professional persons, the Board will take reasonable steps to utilize such  
21 professional personnel as are available.

22  
23 B. Student Misbehavior. Teachers shall first discuss daily problems with the child. If necessary,  
24 teachers shall have a conference with the parent(s) before referring the student to the  
25 Administration for further action in day to day mischievous student conduct. A teacher may send  
26 a pupil to the principal of the building when the grossness of the offense, the persistence of the  
27 misbehavior or the disruptive effect of the violation makes the continued presence of the student  
28 intolerable. In such cases, the teacher will furnish the principal, as promptly as his teaching  
29 obligations will allow, full particulars of the incident. Any student sent to the office for serious  
30 or continuous misbehavior will be allowed back to class only after a conference with the teacher,  
31 the student, the student's counselor, and an Administrator; counselors are not included in the  
32 elementary student process. The student's parents will be notified of such meeting. Should such  
33 gross misbehavior persist, the student will be suspended from school until a parent meets with  
34 a Building Administrator.

35  
36 C. Temporary Suspension. Temporary suspension of students from school may be imposed only  
37 by the Superintendent or his designated representative. School authorities will achieve  
38 correction of student behavior through counseling and interviews with the teacher, child, and  
39 parents. Permanent exclusion from the school remains the sole right of the Board of Education.

40  
41 D. Assault or Abuse. Any case of assault upon a teacher during the course of school business shall  
42 be promptly reported to the school's Principal, who will immediately report the incident to the  
43 Superintendent of Schools. The student will be suspended until such a time that arrangements  
44 have been made for a hearing on the suspension before the Board of Education. If the act of a  
45 non-student is of such a nature that it should be prosecuted in a court of law, the case will be  
46 referred to the Board Attorney and the County Prosecuting Attorney for action. In any case upon  
47 an assault of a teacher, the Board's legal counsel shall advise the teacher of his/her rights and

obligations with respect to assault, and shall render assistance to the teacher in connection with handling the incident by law enforcement officers and judicial authorities.

E. Time and Property Loss. Teacher property which is lost or damaged as a result of a confirmed student misconduct shall be replaced as provided by various insurance carriers. The Board of Education will pay up to \$500.00 for damage to personal property as a result of student misconduct. Payment will be subject to the following stipulations:

1. If no insurance applies, the Board of Education will pay up to \$500.00 for damages per incident.
2. If there is an insurance that applies, the Board of Education will pay the deductible up to \$500.00 for damages per incident.

### Article 23 Group Insurance Protection

A. Protection.

1. Coverage. The Board shall provide insurance protection for full time employees as described below.
  - a. MESSA Supercare (MESSA Supermed II with Care Rider).
  - b. MESSA's Pak #2 for the contractual period for the employee and his/her entire family and any other eligible dependents as defined by MESSA.

c. MESSA's Pak #2, Plan A includes:

Health	Super Care 2
Long Term Disability	70% \$4000 Maximum 90 Calendar Days Modified Fill Maternity Coverage Freeze on Offsets Pre-Existing Condition Waiver Alcoholism/Drug - 2 year limitation Mental/Nervous - same as any other illness
Negotiated Life	\$40,000 with AD&D
Vision	VSP 3
Dental	100:90/90/90: \$3000
Plan Month - July	(\$1000 Class I & II Maximum)

1 d. Employees not electing MESSA Pak #2, Plan A will select MESSA Pak #2, Plan B  
2 which includes:

3		
4	Long Term Disability	70% same as above
5		
6	Negotiated Life	\$50,000 with AD&D
7		
8	Vision	VSP 3
9		
10	Dental	100:90/90/90: \$3000
11	Plan Month - July	(\$1000 Class I & II Maximum)
12		

13 In addition, as part of Plan B, the Board shall provide a maximum of \$100 per month for the  
14 purpose of purchasing MESSA variable options, MEFSA insurance programs and/or any  
15 annuity, or cash. Benefits shall be given as included in the plan presented by MESSA.

16  
17 B. Premium Payments. The Board shall make payment of insurance premiums for each full time  
18 teacher to assure insurance coverage for the full twelve month period commencing September  
19 1st, and ending August 31st. When necessary, premiums in behalf of the teacher shall be made  
20 retroactively to assure uninterrupted participation and coverage.

21  
22 1. Unpaid Leave. If a teacher is on an unpaid leave any part of the school year, the school will  
23 carry the insurance for the remainder of the month for which the leave began and the month  
24 following and the teacher shall then assume the responsibility from that day through the  
25 month in which the teacher returns to work. If the month following is June, then the Board  
26 will assume responsibility for July and August unless the teacher resigns. Teachers leaving  
27 the system shall have their premium paid through the end of the month in which they leave.

28  
29 C. Part-Time Teacher Benefits. Part-time teachers shall be entitled to participate in the Group  
30 Insurance Program. For those teachers selecting PAK A the Board shall make premium payment  
31 on a prorated basis equal to the staff member's salary proration. Staff members not selecting  
32 PAK A shall receive PAK B with no proration.

33  
34 **Article 24**  
35 **Professional Grievance Procedure**  
36

37 A. Personal Complaint. If an individual teacher has a personal complaint which he desires to  
38 discuss with his principal, he is free to do so without recourse to the grievance procedure.

39  
40 B. Definition. A grievance is a claim by a teacher or the Association as represented by the President  
41 or the President's designee of improper application or interpretation of this Agreement.

42  
43 C. Level 1. If the Association or an individual teacher has a complaint which may be grievable,  
44 it shall be discussed first with the proper administrator. An individual teacher may be  
45 accompanied by a representative of the association. (This step may be the same as "A" above.)

46  
47 D. Level 2. The grievant may invoke the formal grievance procedure within seven (7) school

days of the alleged infraction on the form set forth in annexed Schedule D, signed by the grievant and a Representative of the Association, which form shall be available from the Association Representative in each building. A copy of the grievance form shall be delivered to the principal or supervisor, who shall sign a receipt for said grievance. If the grievance involves policy, the Association may file with the Superintendent of Schools.

- E. Level 3, Grievance Presentation. Within three (3) school days of receipt of the grievance, the principal or supervisor shall meet with an Association representative and the grievant in an effort to resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the grievant and the Association.
- F. Settlement and/or Dropping of Grievance. Any grievance that either (1) is not processed further or (2) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Board, the employee or employees involved, and the Association and its members.
- G. Unsatisfactory Resolution (Level 3). If the grievance is not satisfactorily resolved by the preceding disposition, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Superintendent by the Association. Said transmission to the Superintendent must be within fifteen (15) school days. Within five (5) school days, the Superintendent or his designee shall meet with an Association representative on the grievance and shall indicate his disposition of the grievance in writing within three (3) school days of such meeting, and shall furnish a copy thereof to the Association.
- H. Level 4, Board Hearing. If the grievance is not satisfactorily resolved by the Superintendent or his designee, or if no disposition has been made within three (3) school days of such meeting, the grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or other designee of the Board. Said filing with the Board must be within fifteen (15) school days. The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later, may hold a hearing on the grievance, review such grievance in Executive Session, or give such other consideration as it shall deem appropriate.
- I. Level 5, Arbitrator. If the Association is not satisfied with the disposition of the grievance by the Board, only the Association and not the individual teacher, may submit the grievance to arbitration before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15) calendar days from the notification date that arbitration will be pursued, he shall be selected by the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.
- J. Arbitrator Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties.

- 1 K. Not Arbitrable. It is expressly understood that the arbitrator shall have no jurisdiction to rule  
2 upon the following matters:  
3  
4 1. The non-renewal of a probationary teacher by the Board of Education.  
5  
6 2. The placement of a teacher on a third year of probation.  
7  
8 L. Reinstatement Provision. If any teacher for whom a grievance is sustained shall be found to have  
9 been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional  
10 compensation lost. If he/she shall have been found to have been improperly deprived of any  
11 professional compensation or advantage, the same or its equivalent in money shall be paid to  
12 him/her.  
13  
14 M. Time Limitations. The time limits provided in this Article shall be strictly observed but may  
15 be extended by written agreement of the parties. In the event a grievance is filed after May 15th  
16 of any year and strict adherence to the time limits may result in hardship to any party, the Board  
17 shall use its best efforts to process such grievance prior to the end of the school term or as soon  
18 thereafter as possible.  
19  
20 N. Time Limit Forfeiture. "If the time limits are not observed according to the Master Agreement,  
21 the side at fault shall forfeit the decision."  
22  
23 O. Building Representation. There shall be one or more Association representatives for each  
24 school building to be selected in a manner determined by the Association. The Association shall  
25 inform the Principals of each school building and the Superintendent not later than the second  
26 week of school of the name or names of the designated Association representatives of each  
27 school building and their designated alternatives in case of absence.  
28

29 **Article 25**  
30 **Negotiation Procedures**  
31

- 32 A. Commitment. This agreement shall constitute the full and complete commitments between both  
33 parties and may be altered, changed, added to, deleted from or modified only through the  
34 voluntary, mutual consent of the parties in a written and signed amendment to this Agreement.  
35  
36 B. Negotiations Initiation. Prior to April 1st, 1996, upon request of either party, negotiations shall  
37 be undertaken for an agreement covering the ensuing school year(s). All efforts shall be made  
38 to end negotiations by July 1st.  
39  
40 C. Selecting Representatives. Neither party in any negotiations shall have any control over the  
41 selection of the negotiating or bargaining representatives of the other party and each party may  
42 select its representatives from within or outside the school district. While no final agreement  
43 shall be executed without ratification by the Association and approval by the Board of  
44 Education, the parties mutually pledge that their representatives will be clothed with all  
45 necessary power and authority to make proposals, consider proposals, and make concessions  
46 in the course of negotiations.  
47

**Article 26**  
**Health**

A. Medical Exams.

1. Teacher Physical. For the protection of children, the Board of Education may require of each teacher a yearly health statement from a licensed physician. A school physician shall be designated by the Board and his services may be used without cost to the teacher. Required health statements must be filed in the office of the Superintendent not later than September 1 for newly employed personnel, and October 1 for returning personnel. In addition, the employee may be asked to submit a report of a negative T.B. test within six (6) weeks of initial employment. Thereafter, a T.B. test shall be required as arranged with the County Health Department and at no expense to the individual. Teachers shall have the option of securing the test elsewhere at their own expense.
2. Dissatisfaction. In the event either party be dissatisfied with the results of the examination, the results of a clinical service of a recognized hospital shall supersede those of the original physician, the protesting party bearing the expense of the examination.

B. Illness and Injury.

1. Physicians Certificate. A teacher who is not able to return to duty on Monday following a one (1) week's illness or injury shall present a licensed physician's certificate of ability to return to work to the principal upon his return, if so required.
2. Nervous Disorders. A teacher who has been absent because of a nervous disorder must present a satisfactory report from a practicing, licensed physician or psychologist. In addition, a medical or psychological report from the school districts designated physician or psychologist may be required.
3. Board Examination Request. The Board of Education shall have the right to demand a clinical examination, either physical, mental or both, at its expense, when in its estimation the health of a teacher makes him unable to perform satisfactorily his assignment in the school system.

**Article 27**  
**Orientation of New Teachers**

A. Provisions For. The Board and the Association will provide at least a one (1) day orientation program for all new teachers and the previous years second semester probationary teachers employed in the school system.

1. Composition. Three (3) representatives from the Board and two (2) representatives from

1 the Association will make up the committee, to be appointed by the Board and the  
2 Association respectively. The program must be approved by the Superintendent of Schools.  
3

4 B. Planning. The committee will meet the second week in August to plan the orientation program.  
5

6 C. New Teacher Assistance Program. Each new teacher shall be assigned to a Teacher Coach for  
7 the purpose of aiding the incoming teacher with lesson planning, instructional techniques,  
8 classroom management, scope and sequence of learning skills as they relate to course objectives,  
9 and development of intra/interpersonal relationships. Teacher Coaches will be selected by the  
10 administration from those interested parties and may serve once every three years. This  
11 assignment does not necessarily have to be made in the same grade level or given to the  
12 Department Head. Teacher Coaches will be tenure teachers and not responsible for evaluations.  
13 Teacher Coaches will be provided with a guide for implementing the program to be developed.  
14 Compensation for such activity will be as provided in Schedule "C".  
15

16 **Article 28**  
17 **In-Service Training**  
18

19 A. Provisions. In view of the changing nature of education, the school calendar will provide for  
20 in-service/staff development training. The purpose of this training shall be to keep Jefferson  
21 teachers abreast of current innovations in curriculum and methods of presentation. Topics  
22 relevant to education and of interest to staff will also be considered as items for in-service.  
23

24 B. Representation. Three (3) representatives from the Board and five (5) representatives from the  
25 Association shall make up the committee responsible for planning in-service/staff development  
26 training. All programs must be approved by the Board and/or the Superintendent.  
27

28 C. Planning. The Committee shall be responsible for planning and coordinating staff development  
29 programs, selected in-service topics, and other staff related programs such as awards, recogni-  
30 tion, etc. Suggestions are encouraged from the various departments, grade levels, and  
31 individuals.  
32

33 **Article 29**  
34 **Miscellaneous Provisions**  
35

36 A. Agreement Protection. Any individual contract between the Board and an individual teacher,  
37 heretofore executed shall be subject to and consistent with the terms and conditions of this  
38 Agreement and any individual contract hereafter executed shall be expressly made subject to  
39 and consistent with the terms of this or subsequent agreements to be executed by the parties. If  
40 an individual contract contains any language inconsistent with the Agreement, this Agreement,  
41 during its duration, shall be controlling.  
42

43 B. "No Return" Notices. Prior to March 1st of the ensuing school year, staff members not intending  
44 to return should give notice to the Superintendent. This in no way will waive the right and  
45 privileges that a teacher has under the State Tenure Act.  
46

47 C. Policy Incorporation. The provisions of this Agreement shall be incorporated into and be

considered part of the established policies of the Board.

- D. Invalid Provisions. In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.
- E. Agreement Distribution. Copies of this Agreement shall be made available by the Board. Copies shall be presented to all teachers now employed, and hereafter employed by the Board.

### Article 30 Educational Improvements

- A. Conference Attendance. The Board shall pay, within the framework established by the Board, expenses as detailed on Conference Expense Report (Fees, meals, lodging, and/or transportation) incurred by teachers who attend workshops, seminars, conferences, or other professional improvement sessions at the request and/or with the advance approval of the Superintendent or his designee. Teachers applying for a Conference or Conference Expenses should use Schedule L and/or M.

Any credits earned shall not be applied towards lane changes.

A requirement to attend any one of the above shall be mandatory once in every five (5) year period. The administration will notify the JEA President as well as the individual teacher when a teacher is not in compliance with this article. Notice of noncompliance shall be given prior to October of the fifth year.

### Article 31 Seniority

- A. Seniority Defined. Seniority shall be defined as the total service in the bargaining unit, computed from the first day the teacher reported for work. Seniority is expressed in years and one-half years on the seniority list. All teachers henceforth hired to begin work on the same day shall participate in a drawing to determine their placement on the seniority list. Seniority is continuous, uninterrupted service in the bargaining unit, as described below.
- B. Acquiring Seniority. Seniority is acquired by an employee from the first day of work in a bargaining unit position. An employee's seniority date will be adjusted periodically as required to account for periods of time when the employee has not earned seniority.
- C. Seniority Lists. No later than October 1 of each year, the Superintendent shall cause to be published and posted an updated seniority list, except that such a seniority list agreed to by the parties shall be published and posted within thirty (30) days following the ratification of this current Agreement by both parties.

1 D. Loss of Seniority. All seniority is lost when the employee:

- 2 1. Resigns or retires;  
3 2. Is discharged for cause and not reinstated;  
4 3. Fails to report for work at the termination of a leave of absence;  
5 4. Fails to report for work upon recall from layoff.  
6

7 Neither layoff nor the taking of approved leave of absence as provided in this Agreement shall  
8 cause the loss of seniority.  
9

10 E. Interrupted Seniority. Seniority is interrupted and no longer accrues during any period when  
11 an employee is:

- 12 1. Employed in a supervisory/administrative position at Jefferson Schools.  
13 2. On an unpaid leave of absence except as provided elsewhere in this Agreement.  
14

15 Neither layoff nor the taking of approved leave of absence as provided in this Agreement shall  
16 cause the loss of seniority.  
17

18 F. Full Time Seniority. An employee will earn and accrue full time seniority for full time work.  
19 Full time work is defined as follows:

- 20 1. Three (3) or more hours of assigned pupil contact time per day, each day of a scheduled  
21 work week, or;  
22 2. Three (3) or more full days per week of assigned pupil contact time.  
23

24 **EXAMPLES:**

25 **High School** - Minimum of three (3) student assigned class periods per day which  
26 includes passing time.

27 **Middle School** - Minimum of four (4) student assigned class periods per day which  
28 includes passing time.

29 **Elementary** - Minimum of three (3) full days of assigned pupil contact time per  
30 week.

31 **Kindergarten and PreSchool** - Minimum of a full scheduled week of both  
32 morning and afternoon sessions.  
33

34 G. Half Time Seniority. An employee who works a schedule other than is listed in F. 1 and 2 above,  
35 will earn and accrue seniority at the rate of one-half (1/2) the full time rate.  
36

37 H. An employee will earn and accrue seniority for the entire semester in which he began work,  
38 whether the first or second semester.  
39

40 I. An employee on unpaid leave, except as elsewhere provided in this Agreement, will not accrue  
41 seniority for such leave if the leave is for a full semester. However, such an employee will  
42 continue to earn and accrue seniority for any semester during which he works.  
43

44 J. Seniority During Leaves of Absence. Seniority will continue to accrue while an employee is  
45 on an approved paid leave of absence as defined herein. Seniority will not accrue while an  
46 employee is on unpaid leave of absence, except as follows:  
47

1. The employee is on an approved Sabbatical Leave or Educational Leave, or;
2. The employee is on Military Leave, or;
3. The employee is on Association Leave as herein provided, or;
4. The employee is on Maternity/Child Care Leave. An employee on Maternity/Child Care Leave will continue to accrue seniority for the remainder of the semester in which the leave begins and for one (1) full semester thereafter.

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**SCHEDULE A**

**CALENDARS**

# SCHEDULE A - CALENDARS

## 1993-94 Calendar

### Elementaries & High School

*nine weeks*

End of Marking Periods: 1st. - November 5

1st. Semester      2nd. - January 21

3rd. - March 25

2nd. Semester      4th. - June 10

### Middle School

*six weeks*

1st. - October 22

2nd. - December 3

3rd. - January 21

4th. - March 4

5th. - April 22

6th. - June 10

#### Back to School Nights

Elementaries	9/28	6:30 - 8:30 p.m.
--------------	------	------------------

Middle School	9/22	7:00 - 9:00 p.m.
---------------	------	------------------

High School	9/21	7:00 - 9:00 p.m.
-------------	------	------------------

#### P.T. Conferences

11/16 Evening
11/17 Afternoon
2/1 Evening

11/17 Afternoon
11/17 Evening

11/17 Afternoon
11/18 Evening

#### Staff Meeting

2nd. Wednesday

1st. Tuesday

1st. Wednesday

Each Staff Member will be required to perform twelve (12) hours of extra activities during the course of the school year. Evening Parent Teacher Conferences and Back to School Nights will count towards the twelve hours.

## 1994-95 Calendar

### Elementaries & High School

*nine weeks*

End of Marking Periods: 1st. - November 5

1st. Semester      2nd. - January 20

3rd. - March 24

2nd. Semester      4th. - June 9

### Middle School

*six weeks*

1st. - October 22

2nd. - December 3

3rd. - January 20

4th. - March 3

5th. - April 13

6th. - June 9

#### Back to School Nights

Elementaries	9/27	6:30 - 8:30 p.m.
--------------	------	------------------

Middle School	9/21	7:00 - 9:00 p.m.
---------------	------	------------------

High School	9/20	7:00 - 9:00 p.m.
-------------	------	------------------

#### P.T. Conferences

11/15 Evening
11/16 Afternoon
1/31 Evening

11/16 Afternoon
11/16 Evening

11/16 Afternoon
11/17 Evening

#### Staff Meeting

2nd. Wednesday

1st. Tuesday

1st. Wednesday

Each Staff Member will be required to perform twelve (12) hours of extra activities during the course of the school year. Evening Parent Teacher Conferences and Back to School Nights will count towards the twelve hours.

# SCHEDULE A - CALENDARS

## 1995-96 Calendar

### Elementaries & High School

*nine weeks*

End of Marking Periods: 1st. - November 3

1st. Semester      2nd. - January 19

3rd. - March 22

2nd. Semester      4th. - June 7

### Middle School

*six weeks*

1st. - October 20

2nd. - December 1

3rd. - January 19

4th. - March 1

5th. - April 19

6th. - June 7

### Back to School Nights

### P.T. Conferences

### Staff Meeting

Elementaries	9/26 6:30 - 8:30 p.m.	11/14 Evening 11/15 Afternoon	2nd. Wednesday
Middle School	9/20 7:00 - 9:00 p.m.	11/15 Afternoon 11/15 Evening	1st. Tuesday
High School	9/19 7:00 - 9:00 p.m.	11/15 Afternoon 11/16 Evening	1st. Wednesday

Each Staff Member will be required to perform twelve (12) hours of extra activities during the course of the school year. Evening Parent Teacher Conferences and Back to School Nights will count towards the twelve hours.

Monthly school calendars for 1993-94, 1994-95 and 1995-96 may be found on pages 42-56 of the Master Agreement Between the Jefferson School District and Jefferson Education Association, 1993-96.

Monthly school calendars for 1996-97 and 1997-98 may be found in Appendix A, beginning on page 75.

**SCHEDULE B  
TEACHERS SALARY SCALE**

**1993-94**

Years of Service	BA	MA	MA +15	MA + 30
1	\$29,413	\$30,212		
2	\$30,565	\$31,364		
3	\$31,522	\$32,515		
4	\$32,738	\$33,953		
5	\$34,242	\$35,681		
6	\$36,256	\$37,694	\$39,705	\$41,718
7	\$38,269	\$39,708	\$43,735	\$46,762
8	\$40,570	\$42,298	\$46,325	\$49,352
9	\$42,876	\$44,886	\$48,917	\$51,939
10	\$45,462	\$48,054	\$51,507	\$54,528
11	\$48,865	\$51,743	\$54,607	\$57,659

**1994-95**

Years of Service	BA	MA	MA +15	MA + 30
1	\$30,590	\$31,420		
2	\$31,787	\$32,619		
3	\$32,783	\$33,815		
4	\$34,048	\$35,311		
5	\$35,612	\$37,109		
6	\$37,707	\$39,202	\$41,293	\$43,386
7	\$39,800	\$41,297	\$45,485	\$48,632
8	\$42,193	\$43,990	\$48,178	\$51,326
9	\$44,591	\$46,682	\$50,874	\$54,016
10	\$47,280	\$49,976	\$53,567	\$56,709
11	\$50,820	\$53,813	\$56,792	\$59,965

Each Teacher shall receive a 2% stipend based on his/her current base salary. This stipend is payable in a separate payroll check on the first non-payroll Friday in December. Such payment is restricted to the 1993 - 94, 1994 - 95, 1995 - 96, 1996-97 and 1997-98 school years.

**1995-96**

Years of Service	BA	MA	MA +15	MA + 30
1	\$31,660	\$32,520		
2	\$32,900	\$33,761		
3	\$33,931	\$34,999		
4	\$35,239	\$36,547		
5	\$36,858	\$38,407		
6	\$39,026	\$40,574	\$42,739	\$44,905
7	\$41,193	\$42,742	\$47,076	\$50,334
8	\$43,670	\$45,529	\$49,864	\$53,123
9	\$46,152	\$48,316	\$52,655	\$55,907
10	\$48,935	\$51,726	\$55,442	\$58,694
11	\$52,599	\$55,696	\$58,779	\$62,064

**SCHEDULE B  
TEACHERS SALARY SCALE**

**1996-97**

Years of Service	BA	MA	MA+15	MA+30
1	\$31,660	\$32,520		
2	\$32,900	\$33,761		
3	\$34,610	\$35,699		
4	\$35,944	\$37,278		
5	\$37,595	\$39,175		
6	\$39,807	\$41,385	\$43,594	\$45,803
7	\$42,017	\$43,597	\$48,018	\$51,341
8	\$44,543	\$46,440	\$50,861	\$54,185
9	\$47,075	\$49,282	\$53,708	\$57,025
10	\$49,914	\$52,761	\$56,551	\$59,868
11	\$53,651	\$56,810	\$59,955	\$63,305

Each Teacher shall receive a 2% stipend based on his/her current base salary. This stipend is payable in a separate payroll check on the first non-payroll Friday in December. Such payment is restricted to the 1993-94, 1994-95, 1995-96, 1996-97 and 1997-98 school years.

**SCHEDULE B  
TEACHERS SALARY SCALE**

**1997-98**

Years of Service	BA	MA	MA+15	MA+30
1	\$31,660	\$32,520		
2	\$32,900	\$33,761		
3	\$35,302	\$36,413		
4	\$36,663	\$38,023		
5	\$38,347	\$39,959		
6	\$40,603	\$42,213	\$44,466	\$46,719
7	\$42,857	\$44,469	\$48,978	\$52,367
8	\$45,434	\$47,368	\$51,879	\$55,269
9	\$48,017	\$50,268	\$54,782	\$58,166
10	\$50,912	\$53,816	\$57,682	\$61,065
11	\$54,724	\$57,946	\$61,154	\$64,571

**Schedule C**  
**Athletic and Miscellaneous Schedule**

**I. Competitive Athletics**

**A. FOOTBALL**

- |    |                        |      |
|----|------------------------|------|
| 1. | Varsity Head Coach     | 13%  |
|    | a. Assistant           | 8%   |
|    | b. Assistant           | 8%   |
|    | c. Assistant           | 8%   |
| 2. | Jr. Varsity Head Coach | 8%   |
|    | a. Assistant           | 7.5% |
| 3. | 9th Grade Head Coach   | 6.5% |
|    | a. Assistant           | 6%   |
| 4. | 8th Grade Head Coach   | 5.5% |
|    | a. Assistant           | 5%   |
| 5. | 7th Grade Head Coach   | 5.5% |
|    | a. Assistant           | 5%   |

**B. CROSS COUNTRY ( \* Combined Boys /Girls Team)**

- |    |                           |     |
|----|---------------------------|-----|
| 1. | Varsity Head Coach*       | 10% |
| 2. | Middle School Head Coach* | 5%  |

**C. GOLF (\* Boys /Girls)**

- |    |                           |    |
|----|---------------------------|----|
| 1. | Varsity Head Coach*       | 9% |
|    | a. Assistant*             | 6% |
| 2. | Middle School Head Coach* | 5% |

**D. BASKETBALL ( \* Boys /Girls Team)**

- |    |                         |      |
|----|-------------------------|------|
| 1. | Varsity Head Coach*     | 12%  |
|    | a. Assistant*           | 8%   |
| 2. | Jr. Varsity Head Coach* | 8%   |
| 3. | 9th Grade Head Coach*   | 7.5% |
| 4. | 8th Grade Head Coach *  | 5.5% |
| 5. | 7th Grade Head Coach *  | 5.5% |

**E. WRESTLING**

- |    |                        |      |
|----|------------------------|------|
| 1. | Varsity Head Coach     | 12%  |
|    | a. Assistant           | 8%   |
| 2. | Jr. Varsity Head Coach | 8%   |
| 3. | 9th Grade Head Coach   | 7.5% |
| 4. | 8th Grade Head Coach   | 5.5% |
| 5. | 7th Grade Head Coach   | 5.5% |

**F. TRACK ( \* Boys /Girls Team)**

- |    |                       |    |
|----|-----------------------|----|
| 1. | Varsity Head Coach*   | 9% |
| 2. | Varsity Assistant*    | 6% |
| 3. | 8th Grade Head Coach* | 5% |
| 4. | 7th Grade Head Coach* | 5% |

1	G. BASEBALL	
2	1. Varsity Head Coach	9%
3	a. Assistant	6%
4	2. Jr. Varsity Head Coach	6%
5	3. 9th Grade Head Coach	6%
6	4. 8th Grade Head Coach	5%
7	5. 7th Grade Head Coach	5%
8		
9	H. SOFTBALL	
10	1. Varsity Head Coach	9%
11	a. Assistant	6%
12	2. Jr. Varsity Head Coach	6%
13	3. 8th Grade Head Coach	5%
14	4. 7th Grade Head Coach	5%
15		
16	I. SOCCER (Boys /Girls Team)	
17	1. Varsity Head Coach	9%
18	2. Jr. Varsity Head Coach	6%
19	3. Middle School*	5%
20	4. Ninth Grade	5.5%
21		
22	J. VOLLEYBALL	
23	1. Varsity Head Coach	12%
24	a. Assistant	8%
25	2. Jr. Varsity Head Coach	8%
26	3. 9th Grade Head Coach	7.5%
27	4. 8th Grade Head Coach	5.5%
28	5. 7th Grade Head Coach	5.5%
29		
30	K. TENNIS ( * Boys /Girls Team)	
31	1. Varsity Head Coach*	9%
32	2. Varsity Assistant*	6%
33	3. 8th Grade Head Coach*	5%
34	4. 7th Grade Head Coach*	5%
35		
36	L. SWIMMING ( * Boys /Girls Team)	
37	1. Varsity Head Coach*	12%
38	a. Assistant*	8%
39	b. Diving Coach*	6%
40	2. 8th Grade Head Coach*	5.5%
41	3. 7th Grade Head Coach*	5.5%
42		

M. NON-FACULTY COACHES:

The rate of pay will be based on the Master Contract, Schedule B, lane 1. Experience may be given for coaching on this schedule. If given, the percentage will be based on years of coaching experience in that specific sport.

II. Program Coaches, Sponsors, and Advisors

A. CHEERLEADING

Fall

- |    |                   |      |
|----|-------------------|------|
| 1. | Varsity Coach     | 6%   |
| 2. | Jr. Varsity Coach | 4.5% |
| 3. | 9th Grade Coach   | 4%   |
| 4. | 8th Grade Coach   | 4%   |
| 5. | 7th Grade Coach   | 4%   |
| 6. | Wrestlerettes     | 4.5% |

Winter (Competitive/Sideline)

- |    |                      |      |
|----|----------------------|------|
| 1. | Varsity Coach        | 9%   |
| 2. | Junior Varsity Coach | 6%   |
| 3. | 9th Grade Coach      | 4%   |
| 4. | 8th Grade Coach      | 4%   |
| 5. | 7th Grade Coach      | 4%   |
| 6. | Wrestlerettes        | 4.5% |

B. MUSIC

- |    |                             |     |
|----|-----------------------------|-----|
| 1. | Band                        |     |
|    | a. High School Conductor    | 13% |
|    | b. Majorette Advisor        | 5%  |
|    | c. Flag Corps Advisor       | 5%  |
|    | d. Percussion               | 5%  |
| 2. | H.S. & M.S. Choir Conductor | 7%  |

C. DRAMA

- |    |                                       |        |
|----|---------------------------------------|--------|
| 1. | H.S. Director (major play or musical) | \$1000 |
| 2. | Assistant High School Director        | \$600  |
| 3. | Middle School Director                | \$600  |
| 4. | Assistant Middle School Director      | \$400  |
| 5. | Elementary Director                   | \$600  |

D. JOURNALISM/YEARBOOK

- |    |                          |        |
|----|--------------------------|--------|
| 1. | High School Journalism   | \$600  |
| 2. | High School Yearbook     | \$2500 |
| 3. | Middle School Journalism | \$400  |
| 4. | Middle School Yearbook   | \$1000 |

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E. CLASS AND CLUB ADVISORS	
1. Senior Class Advisor	\$1000
2. Junior Class Advisor	\$900
3. Soph Class Advisor	\$800
4. Fresh Class Advisor	\$700
5. Club Advisors	\$500
6. Explore Advisor	\$200
7. Student Council	\$750

F. DEBATE	\$1000
a. Assistant	\$500

III. Curriculum Representatives

A. DEPARTMENT CHAIRPERSONS	\$1000
----------------------------	--------

B. CURRICULUM STUDY REPRESENTATIVES	\$1000
-------------------------------------	--------

IV. Others

A. Middle School Bus Duty	\$500
B. Computer Facilitator	\$650
C. Lunch Duty	
a. High School	\$1000
b. Middle School	\$1000
D. Supervisor State Voc Ed Program	\$2500
E. Intramural Programs	\$600
F. Teacher Coach	\$1000

THE PARTIES AGREE THAT THIS SCHEDULE REPRESENTS ALL EXTRA DUTY ACTIVITIES FOR WHICH COMPENSATION IS RECEIVED.

Schedule C

<u>PERCENTAGE</u>	<u>TOP LIMIT IN DOLLARS</u>
13%	\$4,485
12%	\$4,140
11.5%	\$3,967.50
11%	\$3,795
10.5%	\$3,622.50
10%	\$3,450
9.5%	\$3,277.50
9%	\$3,105
8.5%	\$2,932.50
8%	\$2,760
7.5%	\$2,587.50
7%	\$2,415
6.5%	\$2,242.50
6%	\$2,070
5.5%	\$1,897.50
5%	\$1,725
4.5%	\$1,552.50
4%	\$1,380
3.5%	\$1,207.50
3%	\$1,035

Schedule D  
Per Article 24, Section D

GRIEVANCE # \_\_\_\_\_ JEFFERSON SCHOOL DISTRICT  
GRIEVANCE REPORT

- Form Distribution:  
1. Superintendent  
2. Principal  
3. Association  
4. Teacher

Submit to Principal In Duplicate

Building	Assignment	Name of Grievant	Date Filed
----------	------------	------------------	------------

STEP 1

A. Date Cause of Grievance Occurred \_\_\_\_\_

B. 1. State of Grievance \_\_\_\_\_

2. Relief Sought \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Disposition by Principal \_\_\_\_\_

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

D. Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP II

A. Date Received by Superintendent or Designee \_\_\_\_\_

B. Disposition by Superintendent or Designee \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP III

A. Date Received by Board of Education or Designee \_\_\_\_\_

B. Disposition by Board \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

C. Position of Grievant and/or Association \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

STEP IV

A. Date Submitted to Arbitration \_\_\_\_\_

B. Disposition & Award of Arbitrator \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

NOTE: All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_  
19\_\_ will be strictly observed in the settlement of this grievance.

**Schedule E**  
**DUES AUTHORIZATION FORM**

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

Membership

Representation Fee

Date \_\_\_\_\_ Name \_\_\_\_\_

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**Schedule F**  
**Jefferson Schools**  
**EMPLOYEE LEAVE REQUEST FORM\***

Employee's Name \_\_\_\_\_ Date \_\_\_\_\_

Building \_\_\_\_\_ Department \_\_\_\_\_

This leave shall be used only in situations of urgency for the purpose of conducting personal business which cannot normally be transacted on the weekend, after school hours or during vacation periods. Personal Business Days may be taken for the following reasons: Medical, Legal, Educational, Financial or Domestic. Violation of the intent of this leave is subject to the loss of two (2) days salary and a possible reprimand. Continued violation may be grounds for dismissal.

Date(s) Requested for Leave \_\_\_\_\_

Reason for Leave \_\_\_\_\_

Approved

Rejected

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Supervisor's Signature

Approved

Rejected

\_\_\_\_\_  
Central Administrative Signature

\*Normally this form must be filed at least three (3) days in advance of such a leave request. This form shall be returned to the employee no later than the day previous to the anticipated leave if possible. In an emergency, the approval or rejection may be given orally but this form must then follow the days absent.

(File in quadruplicate)

**SCHEDULE G**  
**JEFFERSON SCHOOLS**  
**Year End Summary**

Final Evaluation Report to the Superintendent for: \_\_\_\_\_  
EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

The information contained below is the result of classroom observation(s) made this school year as well as judgement made as the result of daily contacts with the above named person..

Nothing should be contained in this report which has not been made known to the teacher previously. However, should there be such information, the staff member involved shall be given five (5) working days from receipt of this report to place in writing any objections or explanations, a copy of which shall be attached to this report.

All categories shall be marked, or if not, are to be considered as acceptable. RATINGS:  
1-Outstanding, 2 - Above Average, 3 - Average, 4 - Substandard but making progress,  
5-Unsatisfactory.

1.  PROFESSIONAL ATTRIBUTES See Eval of:    2.  INTERPERSONAL SKILLS See Eval of:  
3.  TEACHING TECHNIQUES See Eval of:    4.  CLASSROOM ATMOSPHERE See Eval of:  
5.  PERSONAL ATTRIBUTES See Eval of:    6.  CLASSROOM MANAGEMENT See Eval of:

**JOB PERFORMANCE SUMMATION**

- Outstanding**  
 **Above Average** (No corrections were necessary)  
 **Average** (Corrections were listed and improvements have been made to date)  
 **Substandard but making progress** (Corrections were listed and some improvements have been made)  
 **UNSATISFACTORY** (Recommendations for improvements have been made, but no improvement/effort has been shown to date. Continued failure to show improvement in the listed areas may result in dismissal.)

**STATUS FOR NEXT YEAR**

PROBATIONARY TEACHER

- Recommended for second year probation  
 Recommended for third year probation  
 Recommended for fourth year probation  
 Recommended for tenure  
 Recommended for termination

PRESENT TENURE TEACHER

- Recommended for continued tenure  
 Recommended for continued tenure with  
with corrective status  
 Recommended for termination

\_\_\_\_\_  
Signature of Evaluator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Teacher Signature (indicating evaluation was read and received)

\_\_\_\_\_  
Date

Teacher comments (if any) \_\_\_\_\_  
\_\_\_\_\_

**SCHEDULE G**  
**JEFFERSON SCHOOLS**  
**TEACHER OBSERVATION FORM**

**Purpose of Teacher Evaluation:** The evaluation program has as its primary purpose the improvement of teacher performance. The evaluator through classroom observation and/or daily contacts, will be given a chance to offer an inventory of strengths and weaknesses while outlining a practical improvement program if necessary. These evaluations will provide a history of development and progress.

The final evaluation form when completed is a professional judgement of the teacher's total effort. The items marked represent professional judgements made from day to day contacts as well as judgements made as the result of classroom observations.

All observations/evaluations will be made in accordance with the Master Agreement, Article XV.

**Instructions to Evaluator:** Listed below are a number of traits, abilities, and characteristics that are important for success. Place an "X" mark on each rating scale next to the descriptive phrase which most nearly describes the teacher being rated. Comments should document areas needing to be improved. In each large box, place one of the following number ratings: 1 - Outstanding, 2 - Above Average, 3 - Average, 4 - Substandard, 5 - Unsatisfactory. If a ranking of 4 or 5 is given, this rating will be defined and ways for improvement will be outlined.

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

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

**PROFESSIONAL STATUS:**

- 1st Yr. Probation     2nd Yr. Probation     3rd Yr. Probation     4th Yr. Probation     Tenure  
 Previous State Tenure

**I.  PROFESSIONAL ATTRIBUTES**

**A. Attendance:**

- Very prompt; regular in attendance.
- Regular and prompt a majority of the time.
- Usually present and on time.
- Lax in attendance and/or reporting for work on time.
- Often absent and/or frequently reports for work late.

**B. Work Ethics:**

- Requires absolute minimum supervision; is self motivated.
- Requires little supervision; is reliable.
- Usually takes care of necessary tasks and completes with reasonable promptness.
- Sometimes requires prompting.
- Requires close supervision; is unreliable.

**C. Personal Appearance:**

- Unusually well groomed.
- Careful about personal appearance.
- Generally neat and clean.
- Sometimes untidy and careless about personal appearance.
- Very untidy.

**D. Communication Skills:**

- Excellent oral and written communication.
- Good oral communication; makes few errors in written work.
- Generally careful in written and oral communications.
- Does not communicate well orally; errors often found in written communications.
- Poor written and oral communication skills; makes many grammatical and/or spelling errors.

**Comments:** \_\_\_\_\_

SCHEDULE G

II.  INTERPERSONAL SKILLS

A. Relationship with Students:

- o Deals with students in a professional and positive manner.
- o Works constructively with students the majority of time.
- o Usually has a positive relationship with students.
- o Approachable.
- o Very distant and aloof.

B. Relationship with Faculty and/or Administration in Professional Settings:

- o Excellent at establishing good will; deals with all in a professional manner.
- o Works constructively with all; sociable and out-going.
- o Warm; friendly; sociable; deals effectively with faculty; contributes positively to discussions.
- o Approachable; friendly once known, offers suggestions/helps when asked.
- o Very distant and aloof; uses sarcasm or negative statements when discussing staff members.

C. Relationship with Parents:

- o Excellent in establishing good will; deals with parents in a professional manner; initiates positive statements.
- o Works constructively with parents to provide a good education for the students; out-going.
- o Warm; friendly; sociable; deals with parents effectively.
- o Approachable; deals with parental problems as they arise, does not initiate communications.
- o Very distant and aloof; does not respond to parental concerns.

D. Attitude/Courtesy:

- o Inspiring to others in being courteous and very pleasant.
- o Always very polite and willing to help.
- o Agreeable and pleasant.
- o Sometimes tactless.
- o Blunt; discourteous; antagonistic.

E. Control:

- o Constantly rises to the occasion; maintains composure when solving crises.
- o Tolerates most pressures; remains calm.
- o Has average tolerance for crisis; usually remains calm.
- o Occasionally "blows up" under pressure; is easily irritated or frustrated.
- o Goes "to pieces" under pressure; is "jumpy" and nervous.

COMMENTS: \_\_\_\_\_  
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SCHEDULE G

III.  TEACHING TECHNIQUES

- A. Content Area(s):
  - o Keeps current with changes in content areas; demonstrates excellent mastery of content.
  - o Adjusts well to changes in content areas; demonstrates sufficient mastery of content.
  - o Moderately informed; adjusts when asked to changes in the content area(s).
  - o Lacks knowledge of some aspects of content in the area(s).
  - o Poor knowledge of the changes and/or trends in content area(s).
- B. Effective Instruction:
  - o Excellent instructional techniques; method and amount of instruction appropriately meets the needs of individuals.
  - o Good instructional techniques; the method and amount of instruction meets the needs of most students.
  - o Method and amount of instruction is adequate.
  - o Instructional techniques and/or amount of instruction need to be improved.
  - o Instructional techniques and/or amount of instruction unsatisfactory.
- C. Quality of Work:
  - o Superior work production record; does more than required to meet the needs of individual students.
  - o Very industrious; does more than is required to meet individual's needs.
  - o Volume of work is satisfactory; teaches to majority of students.
  - o Does just enough to get by; alters program when large groups of students fail.
  - o Does not meet the minimum requirements; teaches but does not alter program to meet student needs.
- D. Effective Planning:
  - o Develops excellent long and short range plans; exhibits evidence of pre-planning for instructional activities.
  - o Good planning; evidence of long and short range planning.
  - o Daily and long term plans are adequate.
  - o Plans are evident; however, incomplete.
  - o Unsatisfactory; no evidence of plans.
- E. Reinforcement Techniques (as apparent during observation(s)):
  - o Motivates students; it appears that tasks are purposeful.
  - o Good motivation; provides interesting and adequate reinforcement.
  - o Some motivational techniques used.
  - o Little motivation; it appears that tasks are "busy" work.
  - o No evidence of student motivation.

COMMENTS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE G

V.  CLASSROOM ATMOSPHERE

A. Classroom Environment:

- o Environment has a warm and attractive atmosphere; encourages students to learn.
- o Pleasant environment; motivates students to learn.
- o Acceptable environment.
- o Classroom environment needs improvement.
- o Classroom bare; unfriendly atmosphere.

B. Classroom Order:

- o Unusually safe and orderly.
- o Quite conscientious about safety and order.
- o Ordinarily keeps room fairly safe.
- o Some tendency to be careless and unsafe.
- o Disorderly or unsafe.

C. Bulletin Boards:

- o Bulletin boards and displays have teaching value.
- o Good bulletin boards; majority have teaching value.
- o Adequate bulletin boards; however, could be more pertinent to subject matter.
- o Bulletin boards have little value.
- o Bulletin boards have no teaching value.
- o Not applicable.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SCHEDULE G

V.  PERSONAL ATTRIBUTES

- A. Promptness:
  - o Paperwork is on time and accurate.
  - o Very prompt when completing duties; needs no reminders.
  - o Paperwork turned in when reminded, may need corrections.
  - o Needs constant reminders and prompting, accuracy varies.
  - o Paperwork not submitted and/or is inaccurate.
  
- B. Professional Participation and Growth:
  - o Excellent professional participation in academic organizations and/or conferences.
  - o Participates in academic organizations and/or attends conferences.
  - o Average amount of involvement in academic organizations and/or conferences.
  - o Needs to improve involvement; should attend conference or workshop.
  - o Lack of involvement in professional organizations and conferences.
  
- C. Dependability:
  - o Extremely reliable; completes tasks ahead of time with no prompting.
  - o Conscientious; completes tasks on time.
  - o Conscientious; however, on occasion needs prompting.
  - o Undependable; completes task only after being prompted.
  - o Unreliable; fails to complete tasks.
  
- D. Cooperation:
  - o Extremely cooperative; follows prescribed administrative procedures.
  - o Cooperative; evidence of loyalty toward established programs, policies and procedures.
  - o Cooperative only when asked; follow some programs, policies and procedures.
  - o Cooperative only with constant reminding; follows very few programs, policies and procedures.
  - o Uncooperative; does not follow procedures.
  
- E. Extra-Curricular Involvement:
  - o Frequently volunteers for additional extra-curricular activities.
  - o Attends additional extra-curricular activities when asked.
  - o Meets minimal requirements of extra-curricular participation.

COMMENTS: \_\_\_\_\_  
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SCHEDULE G

VI.  CLASSROOM MANAGEMENT

- A. Time on Task (as apparent during observation(s)):
  - o Class time extremely well spent; all students appear productive and learning.
  - o Majority of class time spent learning; most students appear to spend time well.
  - o Most of class period spent well; it appears some students spent time off task.
  - o Time on tasks needs to be improved; it appears student involvement needs to be increased.
  - o Many students off task for extended periods of time.
  
- B. Classroom Control:
  - o Students extremely well behaved.
  - o Students well behaved.
  - o Moderate student control.
  - o Control needs improvement.
  - o No observable classroom control.
  
- C. Classroom Routines:
  - o Extremely well organized classroom; students know where materials are and what is expected.
  - o Classroom appears organized; with some prompting students follow routine and know where materials are.
  - o At times, organization evident; much prompting needed for students to follow routine.
  - o Routine needs to be improved; students need to be taught better organization.
  - o Classroom is in disarray; students not sure of what to do or where materials are.
  
- D. Planning of Instruction:
  - o Instruction meets the needs of all students.
  - o Pacing designed to meet the needs of majority of students.
  - o Pacing designed for the average student.
  - o Pacing needs to be improved.
  - o Too little or too much content material covered in period.

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

OVERALL JOB PERFORMANCE

- o Outstanding
- o Above Average
- o Average
- o Substandard
- o Unsatisfactory

If at any time after the regular observation process is complete and any of the above six categories show a decline in the level of performance such as to make the level substandard or unsatisfactory, the building administrator shall first discuss informally with the teacher the problem(s), including the suggested correction(s). Should the correction(s) not be made, the problem(s) shall then be noted in writing and point four (4) "Follow-Up Reports" of the Master Agreement shall then be followed.

Observation Written By \_\_\_\_\_ Date \_\_\_\_\_

Observation Received By \_\_\_\_\_ Date \_\_\_\_\_

**Schedule H  
Educational Leave Request**

\_\_\_\_\_ Date

STAFF MEMBER: \_\_\_\_\_

POSITION/LEVEL: \_\_\_\_\_

BUILDING: \_\_\_\_\_

CERTIFICATION: \_\_\_\_\_

YEARS IN DISTRICT: \_\_\_\_\_

PROPOSED PERIOD FOR LEAVE: \_\_\_\_\_

PROPOSED COURSE OF STUDY: \_\_\_\_\_

PLEASE GIVE A WRITTEN EXPLANATION OF HOW SUCH STUDY WILL BENEFIT YOU  
IN YOUR PRESENT POSITION. \_\_\_\_\_

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**Schedule I  
Salary Lane Change Request**

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Please be advised that according to the Master Agreement, I, am entitled to a salary increase by virtue of continued education.

Change Requested (Circle One):

**Masters**

**Double Masters (60 graduate hours)**

**Masters +15**

**Specialist**

**Masters +30**

**Earned Doctorate**

This form must be submitted to the Superintendent's Office by October 1st for a first semester salary adjustment or by February 1st for a second semester salary adjustment. The form will be held for processing and no adjustment(s) will be made until a transcript is received from the university; however, a letter of verification from the university will serve as a temporary transcript.

Faculty Member \_\_\_\_\_

*For Office Use Only*

<b>Previous:</b>	Lane <input style="width: 80%;" type="text"/>	Step <input style="width: 80%;" type="text"/>	Salary <input style="width: 80%;" type="text"/>
<b>New:</b>	Lane <input style="width: 80%;" type="text"/>	Step <input style="width: 80%;" type="text"/>	Salary <input style="width: 80%;" type="text"/>
<input type="checkbox"/> <b>Approved</b>	<input type="checkbox"/> <b>Disapproved</b>	<input style="width: 100%;" type="text"/>	
<b>Superintendent of Schools</b>			



**Schedule L**  
**Jefferson Schools**  
**Request To Attend Conferences**

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Name \_\_\_\_\_ Date of Application \_\_\_\_\_  
Building/Department \_\_\_\_\_ Assignment \_\_\_\_\_  
Conference (Title & Sponsor) \_\_\_\_\_

Place \_\_\_\_\_  
Date/Time Leaving \_\_\_\_\_ Date/Time Returning \_\_\_\_\_

My report on the conference will be made to: \_\_\_\_\_  
If requesting a substitute, please indicate grade/subject & dates: \_\_\_\_\_  
Grade/Subject \_\_\_\_\_ Date(s) substitute needed: \_\_\_\_\_

**ESTIMATED EXPENSES**

- 1. Registration.....\$ \_\_\_\_\_
- 2. Transportation.....\$ \_\_\_\_\_
- 3. Lodging/Room.....\$ \_\_\_\_\_
- 4. Meals.....\$ \_\_\_\_\_
- 5. Other Costs (itemize)  
.....\$ \_\_\_\_\_  
.....\$ \_\_\_\_\_  
.....\$ \_\_\_\_\_
- Total.....\$ \_\_\_\_\_

Comments by Applicant: \_\_\_\_\_  
Will share expenses with: \_\_\_\_\_  
Advance Allowance Requested \$ \_\_\_\_\_ Payable to: \_\_\_\_\_

Account to be charged: \_\_\_\_\_

Not Recommended \_\_\_\_\_  
Recommended \_\_\_\_\_ Principal \_\_\_\_\_ Date: \_\_\_\_\_

Not Recommended \_\_\_\_\_  
Recommended \_\_\_\_\_ Superintendent \_\_\_\_\_ Date: \_\_\_\_\_

*This meeting does (not) fit into the district's in-service objectives; see below:* \_\_\_\_\_

cc: White/Adm, Blue/Bldg, Pink/Applicant

**Schedule M**  
**Jefferson Schools**  
**Expense Report For Workshops, Conferences & Conventions**

*All employees and board members are required to file an expense account with the office for auditing purposes. Please file this form within five (5) days of your return.*

Name \_\_\_\_\_ Date \_\_\_\_\_

Convention Name \_\_\_\_\_

Sponsored by: \_\_\_\_\_

Date/Time Left \_\_\_\_\_ Date/Time Returned \_\_\_\_\_

Attendance Authorized by: \_\_\_\_\_ Report Submitted by \_\_\_\_\_

**EXPENSES: (Please provide receipts)**      **EXPENSE ITEM**                      **AMOUNT**

**Expenses Paid by Employee:**

A. Registration \_\_\_\_\_

B. Room \_\_\_\_\_

C. Transportation \_\_\_\_\_

D. Meals \_\_\_\_\_

E. Other \_\_\_\_\_

**F. SUB TOTAL** \_\_\_\_\_

Money Received in Advance (if any) \_\_\_\_\_

Difference Between Advanced Money and Subtotal Above (Line F) \_\_\_\_\_

Amount Due **from** Employee if Expenses were Less Than Advance \_\_\_\_\_

Amount Due **to** Employee if Expenses were Greater Than Advance \_\_\_\_\_

**CONFERENCE SUMMARY**

**Expenses Paid In Advance By District**

G. Registration \_\_\_\_\_

H. Room \_\_\_\_\_

I. Transportation \_\_\_\_\_

J. Other Items \_\_\_\_\_

**K. SUB TOTAL** \_\_\_\_\_

**TOTAL CONFERENCE COST (Line F + Line K)** \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Employee/Board Member                      Principal                      Superintendent

cc: White/Adm, Blue/Bldg, Pink/Applicant

**Schedule N**  
**Jefferson Schools**  
**Waiver and Release**

I hereby acknowledge that the early retirement incentive plan available to me pursuant to the collective bargaining agreement between the Board of Education of the Jefferson Schools and the Jefferson Education Association is intended to be a bona fide employee benefit plan and not a subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary on my part and that I am not being compelled in any way to retire early. Accordingly, in consideration of the benefits available to me under the early retirement incentive plan, I hereby release the Jefferson Schools, its Board of Education, and employees, from any and all actions, causes of action, claims and demands under the Age Discrimination in Employment Act, or the Elliott Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly discriminates based on age), which I may have against any of them by virtue of electing to take advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have had a reasonable opportunity to consider taking early retirement and that I have had the opportunity to consult with others regarding this decision.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Signature

Acknowledged by:

\_\_\_\_\_  
Jefferson Schools Representative

\_\_\_\_\_  
Jefferson Education Association Representative

**LETTER OF UNDERSTANDING - A**  
**between**  
**JEFFERSON SCHOOLS**  
**and**  
**JEFFERSON EDUCATION ASSOCIATION**

It is hereby agreed by and between the parties to this Agreement that the individual named below is to be considered a full time bargaining unit employee for purposes of representation, salary and fringe benefits, seniority, and all other considerations accorded to full time employees in the bargaining unit:

1. Judy Odette

It is further agreed that during the life of this Agreement, the parties will continue to study and review the duties of the above named employee, and will meet from time to time as necessary and at the mutual agreement of the parties, to study and review the job duties and responsibilities of this employee. In the event that the duties and responsibilities undergo significant change, or if the individual should vacate the assignment,, the parties agree to meet and negotiate the proper and appropriate method of resolving the matter. However, the Board, at its option, reserves the right to return the above named to a full time teaching position without the necessity of filling the position vacated.

It is specifically understood that this Letter of Understanding and the conditions outlined herein will not serve to expand or diminish the bargaining unit, and will not affect any other members of the bargaining unit, or employees or positions outside the bargaining unit.

For Jefferson Schools:

For JEA-MEA/NEA:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**Example #2:** A Middle School teacher is assigned to teach four (4) classes per day.

1. Four (4) classes =  $4 \times 50$  minutes (includes passing time) = 200 minutes
2. Each sixty (60) minutes of contact time yields fifteen (15) minutes of preparation time (Article 9, Section F).  
 $3 \frac{1}{3} \times 15 = 50$  minutes of preparation time.
3.  $\frac{4 \text{ contact periods worked } (4 \times 50 = 200 \text{ minutes})}{6 \text{ contact periods possible } (6 \times 50 = 300 \text{ minutes})}$  or  $\frac{4}{6}$  or  $\frac{2}{3}$  .  
 $\frac{2}{3} \times 60$  minutes (non-contact time) = 40 minutes

Next, add 1, 2, and 3 above:  $200 + 50 + 40 = 290$  minutes total time.

$$\frac{290 \text{ minutes on-duty time worked}}{420 \text{ minutes on-duty time possible}} = 69.05\%$$

Therefore, the 4-hour teacher in the example will receive 69.05% of the salary paid a full time teacher, and will work 290 minutes or 4 hours 50 minutes.

For Jefferson Schools:

\_\_\_\_\_

Title

For JEA-MEA/NEA:

\_\_\_\_\_

Title

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**LETTER OF UNDERSTANDING - C**

**TEACHERS' CHILDREN**

It is understood by and between the parties that, for the life of this contract, those faculty members who desire to have their children attend Jefferson Schools shall, upon application and payment of tuition, have such children enrolled pending availability of space.

For Jefferson Schools:

For JEA/MEA/NEA:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

LETTER OF UNDERSTANDING - D

It is contemplated that the terms and conditions of employment provided in this Agreement shall remain in effect until altered by mutual consent in writing between the parties. Nevertheless, because of the special nature of the public educational process it is likewise recognized that matters previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. If there is a dramatic drop in district resources then then the parties will agree to discuss the issues that surround the drop in resources. It is in the public interest that the opportunity for mutual discussion of such matters be provided.

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**LETTER OF AGREEMENT - E  
BETWEEN  
JEFFERSON SCHOOLS  
AND  
JEFFERSON EDUCATION ASSOCIATION**

It is hereby agreed by and between the parties to this Agreement that the position of School Nurse shall be made part of this Agreement subject to the following restrictions, agreements, and understandings:

- a. The position shall be non-tenured with non-tenure contracts being issued each year.
- b. The position shall require certification as issued by the State Department of Education.
- c. The position shall require the same calendar and on-duty hours as a certified staff member. Less than full-time employees shall work on a pro-rated basis.
- d. Position schedules shall be made available prior to the opening of school with input from those in the position.
- e. Shared-time assignments shall be made in accordance with the terms of the Master Agreement.
- f. The position shall not gain seniority with the certified staff but rather on a separate seniority list restricted to position holders only. Seniority credit shall be earned in the same manner as a teacher.
- g. Position holders having, or gaining, teacher certification in addition to the required position certification shall not have any rights to bid on a teacher vacancy. Rather, they may apply and be considered with all other applicants.

- h. The position holder shall be entitled to fifteen (15) days per year sick leave to a maximum of one hundred eighty (180) days accumulated.
- i. The position holder shall be evaluated, in writing, by a member of the administrative staff at least once every two (2) years.
- j. Position reductions shall be made in reverse order of position seniority with a notice of sixty (60) calendar days prior to the effective date of the lay-off.

In addition to the above, the following Articles and/or Sections of the Master Contract shall apply to position holders.

- a. Article 12 - Paid Leave of Absence  
Sections A, B, C, and D only
- b. Article 13 - Unpaid Leave of Absence  
Sections A, C, D, E, F, and G only
- c. Article 15 - Professional Conduct  
All Sections
- d. Article 17 - Reductions in Personnel  
Section C.12 only
- e. Article 18 - Continuity of Operations  
All Sections
- f. Article 19 - School Calendar  
All Sections
- g. Article 20 - Professional Compensation  
Section E only

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h. Article 23 - Group Insurance Protection  
All Sections

i. Article 24 - Professional Grievance Procedure  
All Sections

j. Article 26 - Health  
All Sections

k. Article 29 - Miscellaneous Provisions  
All Sections

**Compensation:**

The position shall be compensated as per the following schedule:

	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	\$22,167	\$23,055	\$23,860	23,860	23,860
Step 2	\$23,273	\$24,201	\$25,048	25,048	25,048
Step 3	\$24,187	\$25,157	\$26,044	26,565	27,096
Step 4	\$25,484	\$26,508	\$27,436	27,985	28,545
Step 5	\$25,894	\$26,931	\$27,873	28,430	28,999

In addition to the above, a two percent (2%) stipend shall be paid based upon an annual salary of the employee.

## LETTER OF AGREEMENT - F

### 990 HOURS

In accordance with the passing of option 3 by the Elementary teachers as presented by the 990 committee, the JEA agrees to amend Article 5, Section D to allow for a twenty (20) minute recess per day. This agreement will take effect with the 1995-96 school year and expire at the conclusion of the 1996-97 school year. Beginning with the 1997-98 school year, Article 5, Section D will revert back to its current language.

Option 3 (178 full days of school; 2 half days at the end of the year)  
Total: 1,000 hours.

Students report at 8:55 AM. Breakfast will be served in the cafeteria from 8:55 - 9:10 AM. Dismissal will be at 3:35 PM. Recess will be shortened to twenty (20) minutes per day. Phys Ed will be offered for thirty (30) minutes twice a week, and Art will be offered for sixty (60) minutes one day per week. Music will continue to be offered for forty-five (45) minutes one day per week. (total prep time, not counting recess, will be 165 minutes per week.) The two (2) half days at the end of the year could be extended to make up hours, if needed. However, this would only be done if the ten (10) hours built into this schedule were insufficient.

**Article 32  
Duration of Agreement**

This Agreement shall be effective as of September 1, 1993, and shall continue in effect through August 31, 1998. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

**Board of Education**

**Education Association**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice-President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Chairman, Negotiating Committee

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Negotiating Committee

\_\_\_\_\_  
Trustee

\_\_\_\_\_  
Negotiating Committee

**APPENDIX A**

**SCHOOL CALENDARS**

**1996-97 AND 1997-98**

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## 1996-97 Calendar

### Elementaries & High School

*nine weeks*

End of Marking Periods: 1st. - November 1

1st. Semester	2nd. - January 23
	3rd. - March 27
2nd. Semester	4th. - June 12

### Middle School

*six weeks*

1st. - October 18  
2nd. - November 27  
3rd. - January 23  
4th. - March 7  
5th. - April 25  
6th. - June 12

#### Back to School Nights

#### P.T. Conferences

#### Staff Meeting

Elementaries	9/17 6:30 - 8:30 p.m.	11/19 Evening 11/20 Afternoon	2nd. Wednesday
Middle School	9/18 7:00 - 9:00 p.m.	11/20 Afternoon 11/20 Evening	1st. Tuesday
High School	9/11 7:00 - 9:00 p.m.	11/20 Afternoon 11/21 Evening	1st. Wednesday

## 1997-98 Calendar

### Elementaries & High School

*nine weeks*

End of Marking Periods: 1st. - October 31

1st. Semester	2nd. - January 22
	3rd. - March 27
2nd. Semester	4th. - June 11

### Middle School

*six weeks*

1st. - October 17  
2nd. - November 26  
3rd. - January 22  
4th. - March 6  
5th. - April 24  
6th. - June 11

#### Back to School Nights

#### P.T. Conferences

#### Staff Meeting

Elementaries	9/16 6:30 - 8:30 p.m.	11/18 Evening 11/19 Afternoon	2nd. Wednesday
Middle School	9/17 7:00 - 9:00 p.m.	11/19 Afternoon 11/19 Evening	1st. Tuesday
High School	9/10 7:00 - 9:00 p.m.	11/19 Afternoon 11/20 Evening	1st. Wednesday

# August 1996

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	New Teacher Orientation		Teachers Report	No School	31
25	26	27	28	29	30	31

# September 1996

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Labor Day	First Day of School				
1	2	3	4	5	6	7
8	9	10	Back To School Night- High School	12	13	14
15	16	Elementary Focus Night	Back To School Night Middle School	19	20	21
22	23	24	25	26	27	28
29	30	20 Student Days this month.				

# October 1996

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
					Middle School End of Card Marking	
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31	23 Student Days this month 43 this semester	

# November 1996

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					End of Marking period, HS & Elem.	
					1	2
		Elementary Special Subjects-Grades Due			Report Cards Go Home Elem. & HS	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
		Evening Conferences Elementary	AM Teacher Inservice-PM Conferences-Evening MS Conf	Evening Conferences High School		
17	18	19	20	21	22	23
			Middle School End of Card Marking	No School Thanksgiving	No School	
					18 Student Days this month 61 this semester	
24	25	26	27	28	29	30

# December 1996

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	<b>Christmas Break- December 23 - January 4</b>					
	23	24	25	26	27	28
29	30	31	<div data-bbox="1073 1776 1495 1883" data-label="Text"> <p>15 Student Days this month 76 Student Days this semester</p> </div>			
	<b>Christmas Break</b>					

# January 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	<b>Christmas Break</b>					
			1	2	3	4
	Back to School					
5	6	7	8	9	10	11
12	13	14	15	16	17	18
	Elementary Special Subjects- Grades Due			End of Card Marking- all schools	Semester Break	
				Last Day of First Semester		
19	20	21	22	23	24	25
		Evening Conferences Elementary			Report Cards Go Home	
					19 Student Days this month 90 Student Days First Semester	
26	27	28	29	30	31	

# February 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Winter Break  
 19 Student Days this month  
 24 Student Days this semester

# March 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	Winter Break Day (possible snow day make-up)	4	5	6	End of Marking Period- Middle School	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	Elementary Special Subjects- Grades Due	25	26	End of Card Marking	<b>Good Friday</b>	29
<b>Easter</b>	Easter Break					
30	31	18 Student Days this month 42 Student Days this semester				

# April 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
		<b>EASTER BREAK</b>					
		1	2	3	4	5	
					Report Cards Go Home		
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
					Middle School Card Marking		
20	21	22	23	24	25	26	
27	28	29	30	18 Student Days this month 60 Student days this semester			

# May 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
	Memorial Day					
25	26	27	28	29	30	31

21 Student Days this month  
 81 Student Days this semester

# June 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
	Elementary Special Subjects- Grades Due		1/2 Day of School	Elementary Report Cards Go Home  Last Day of School - 1/2 Day		
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

9 Student Days this month  
90 Student Days this semester

# August 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	New Teacher Orientation	27	Teachers Report	No School	30
31						

# September 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Labor Day	First Day of School				
	1	2	3	4	5	6
			Back To School Night - High School			
7	8	9	10	11	12	13
		Elementary Focus Night	Back To School Night - Middle School			
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	21 Student Days this month			

# October 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Middle School Card Marking

End of Marking period- HS & Elementary

23 Student Days this month  
44 this semester

# November 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	Elementary Special Subjects- Grades Due	4	5	Report Cards Go Home Elementary & High School	8
9	10	11	12	13	14	15
16	17	Evening Conferences Elementary	AM Teacher Inservice- PM Conferences- Middle School Evening Conferences	19	Evening Conferences- High School	22
23	24	25	Middle School End of Marking Period	26	Thanksgiving No School	No School
30						
						17 Student Days this month 61 This Semester

# December 1997

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
<b>No School Christmas Vacation- Dec. 22- Jan. 2</b>						
21	22	23	24	25	26	27
<b>No School Christmas Vacation</b>						
28	29	30	31	<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     15 Days This Month 76 this Semester                 </div>		

# January 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				<b>Christmas Vacation</b>		
				1	2	3
	Back To School					
4	5	6	7	8	9	10
11	12	13	14	15	16	17
	Elementary Special Subjects			End of Card Marking- All Schools Last Day of the First Semester	Semester Break	
					<b>90 Days This Semester</b>	
18	19	20	21	22	23	24
		Elementary Evening Conferences			Report Cards Go Home	
					<b>19 Days This Month 5 Days This Semester</b>	
25	26	27	28	29	30	31

# February 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	Winter Break	27
28						

19 Student Days This Month  
24 Days This Semester

# March 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Winter Break Day (possible snow day make-up)				End of Marking Period - Middle School	
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
	Elementary Special Subjects- Grades Due				End of Card Marking	
22	23	24	25	26	27	28
29	30	31	<div style="border: 1px solid black; padding: 5px; display: inline-block;">                     21 Student Days This Month                      45 This Semester                 </div>			

# April 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					Report Cards Go Home	
			1	2	3	4
					<b>Good Friday</b>	
5	6	7	8	9	10	11
<b>Easter</b>						
<b>Spring Break</b>						
12	13	14	15	16	17	18
					Middle School Card Marking	
19	20	21	22	23	24	25
26	27	28	29	30	<div style="border: 1px solid black; padding: 5px; text-align: center;">                     16 Student Days This Month                      61 Days This Semester                 </div>	

# May 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	Memorial Day No School	26	27	28	29	30
31						

20 Student Days This Month  
81 This Semester

# June 1998

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				Elementary Special Subjects Due		
	1	2	3	4	5	
7	8	9	1/2 Day of School	Last Day of School-1/2 Day Elementary Report Cards Go Home	12	1
14	15	16	17	18	19	2
21	22	23	24	25	26	2
28	29	30	<b>9 Student Days This Month 90 This Semester</b>			



