MASTER AGREEMENT

EAST JACKSON EDUCATION ASSOCIATION/JCEA/MEA/NEA

and

EAST JACKSON COMMUNITY SCHOOLS BOARD OF EDUCATION

2025-2028

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ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Jackson County Education Association (hereinafter called the "Association") as the exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of 1965, for all certified personnel, including all teaching personnel employed by the Board (whether or not assigned to a public school building), guidance counselors, but excluding administrative and supervisory personnel, substitute teachers, clerical and custodial employees.

B. The term "teacher" when used in this Agreement shall refer to all classroom teachers and guidance counselors employed under individual contract for a full year at no less than three (3) hours daily or two (2) full days per week, by the East Jackson Community Schools represented by the Association in the bargaining or negotiating unit, and reference to male teachers shall include female teachers.

C. The term "Board" shall include its officers, members and agents.

ARTICLE 2
ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to teachers' rights and responsibilities. The Association also agrees to abide with all Board of Education written policies and procedures not inconsistent with the terms of this Agreement.

B. The Board shall provide information necessary to the Association to process grievances or complaints, negotiate and administer the Agreement, or otherwise perform its duty as the representative of the teachers.

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

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

E. The Association may use the school buildings for meetings if prior approval is obtained from the building principal at least twenty-four (24) hours in advance. Application for use of school buildings shall be made on the School Facilities Use Agreement. Bulletin board space, conveniently located, shall be made available to the Association.

F. The Association may use school equipment subject to approval of the building principal. When the Association is publishing its own internal communication, it will furnish its own paper.

G. Published agendas and notices of Board meetings shall be made available to each building representative and the Association President at the same time they are made available to the members of the Board of Education. Published Board meeting minutes will be forwarded to the local Association President.

H. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, with approval of the building principal or their designee provided this does not interfere or interrupt normal school operations.

ARTICLE 3
TEACHER RIGHTS AND RESPONSIBILITIES

A. Nothing contained within this Agreement shall be construed to deny or restrict any teacher rights they may have or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

B. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment or application of the provisions of this Agreement or Board policies by reason of their membership in the Association, their participation in any activities of the Association or collective negotiations with the Board, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

C. Private Life. The Board and the Association agree that the private life of a teacher is their own affair unless their conduct should adversely affect their relationship with students or the discharge of their teaching and other school-related activities.

D. The Board shall make available in each school adequate lunchroom, restroom, and lavatory facilities, exclusively for teachers and at least one room which shall be reserved for use as a faculty room.

E. **Americans With Disabilities Act**

1. The Board and the Association recognize their respective responsibilities to comply with the Americans With Disabilities Act (ADA) or other similar federal or state legislation, including steps needed in order to reasonably accommodate an employee's disability, such as, but not limited to, restructuring a job or position, re-allocating or re-distributing job functions or requirements, altering when or how job functions are performed, creating modified or part-time work schedules, granting preferences in work schedules or shifts, creating flexible leave policies, providing disabled employees with transfers or reassignments to vacant positions and providing benefits that may be necessary to accommodate disabilities.
2. In accordance with these principles the employer will provide notice to the Association of any potential need for accommodation and seek Association input on proposed accommodations.
3. Employees shall be notified of the identity of the ADA Compliance Officer.

F. **Non-Discrimination**

The provisions of this Agreement and the wages, hours, and conditions of employment shall be applied without regard to race, creed, religion, color, national origin, sex, or marital status, or membership in, or association with, the activities of any teacher organization. The Board and the Association pledge themselves to extend the advantages of public education to every student of the district without regard to race, religion, sex, color or national origin and to achieve full equality of education opportunity to all pupils.

G. **Complaints**.

Formal complaints regarding a teacher made to the administration by any parent, student or other person will be called to their attention in a timely matter and reduced to writing by an administrator.

H. **Personnel File**

1. Any materials not specifically addressed to or directed personally to the teacher that are added to the teacher's file after the initial date of employment must be signed by the teacher.
2. If the teacher is asked to sign material placed in their file, such signature shall be understood to indicate their awareness of the material but, in no instance, shall said signature be interpreted to mean agreement with the content of the material.
3. Each teacher will have the right, upon request, to review the contents of their own personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in such review. The review will be made in the presence of the administrator responsible for the safekeeping of such file. Confidential credentials and related personal references obtained at the time of initial hiring, are specifically exempted from such review. The administrator will remove such credentials and confidential reports from the file prior to the review of the file by the teacher.
4. Any employee believing that material contained in their personnel file is false or incorrect may, at their option, register a complaint with the administration to have said material reviewed. If it is found to be in error, it will be corrected or expunged from their file.

I. **Property Loss/Damage**. If a teacher loses or damages school property assigned to the teacher (i.e., computer) offsite through negligence, the teacher will reimburse the District for any replacement or repair costs up to the district's insurance deductible within thirty (30) calendar days of receiving notice from the district.

ARTICLE 4
BOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitutions of the State of Michigan and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To provide the executive management and administrative control of the school system and its properties and facilities, including the decision to operate or not operate such facilities, and the activities of its employees.

2. To establish, modify, and/or increase or reduce classes and courses of instruction, including special programs, and to provide for athletic, recreational, and social events for students, all as deemed necessary and advisable by the Board.

3. To determine appropriate and acceptable means and methods of instruction, the selection of textbooks and other teaching materials, and appropriate and acceptable use of teaching aids of every kind and nature.

4. To determine class schedules, the hours in instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment.

5. To determine fiscal policies and authorize all expenditures of public monies.

B. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by specific and expressed terms of this Agreement and by the laws of the State of Michigan.

ARTICLE 5
PAYROLL DEDUCTIONS

Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of the teacher and make appropriate remittance for annuities, credit union, and savings bonds, charitable donations and other plans or programs approved jointly by the Association and the Board.

ARTICLE 6
WORKING CONDITIONS

A. **Teaching Conditions**

1. The parties recognize that the availability of optimum school facilities for both student and teacher is desirable to ensure the high quality of education as the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school day should be directed toward ensuring that the energy of the teacher is primarily utilized to this end.

2. **Class Size:** Because the pupil-teacher ratio is an important aspect of an effective educational program, the parties agree that class size should be limited and students equally distributed within grade levels and subject areas, whenever possible.

   Regular Classroom Teachers. Kindergarten through sixth grade class sizes shall not exceed thirty (30) students. Secondary class sizes shall not exceed thirty-five (35) students with exceptions for Band, Choir, Physical Education. Secondary PRIME classes shall be limited to two (2) students per work station.

   Elementary Special Area Teachers. Because pupil loads of special area teachers differ from regular classroom teachers, the class load and schedule for said teachers shall be reviewed by a committee which shall include the Superintendent, or their designee, principal, the special area teacher and the building Association Representative, if the special area teacher requests.
   For the purposes of this section, special areas shall be defined as art, music, physical education, etc. Regardless of the number of specials areas provided, the integrity of the basic instruction process shall be maintained at all times. With the exception of Article 6.A.6 below, it is recognized that nothing in the Master Agreement requires the district to employ special area teachers.

   Secondary Teachers. The class load and schedule shall be reviewed by a committee which shall include the Superintendent, or their designee, principal, teacher and an Association Representative, if the teacher requests. The committee will take into consideration student safety and the quality of instruction in its deliberations.

   Overage Pay. **I**f secondary classes are over the stated maximum of 35 students having physically attended after a ten (10) day adjustment period each semester, the secondary teacher with a class overage will be compensated at the rate of $1.75 per day per student per class for each day that enrollment is over the maximum, starting with the first day of the overage. This overage pay will be calculated (prorated if needed) and paid at the end of the semester.

3. The Board recognizes that appropriate texts, library reference facilities, maps, globes, laboratory equipment, current periodicals, standard test and questionnaires, field trips and similar materials are the tools of the teaching profession. The Board and the Association will confer for the purpose of improving the selection and use of such educational tools. The Board will continue its efforts to keep the schools reasonably equipped. The teacher is responsible for utilizing instructional materials and equipment in a careful and prudent manner and supervising the use of consumable supplies by students to make certain waste is kept at a minimum and respect for materials and supplies is taught.

4. The Board shall provide:
   a. A separate desk with lockable drawer space and/or access to a lockable cabinet for each teacher in their assigned room.
   b. Copies, exclusively for a teacher's use, of all texts used in each of the courses they are to teach.
   c. A dictionary for the respective age group in every classroom.
   d. Seating facilities for each student.
   e. Books and materials for each student needed in daily teaching responsibilities in programs approved by the Board.

5. **Safe Working Conditions**. Teachers shall not be required to work under recognized unsafe or hazardous conditions. Teachers will report in writing to their immediate supervisor and the Association when they become aware of any unsafe or hazardous conditions. Teachers who believe that the challenges presented by temperature, ventilation, or other conditions in their classrooms could be alleviated by moving their students to another area of the building shall notify their immediate supervisor in writing with a suggested alternative location, and the administration will respond to that notification and suggestion as soon as possible, but no later than within 24 hours.

6. The district will provide at least the equivalence of one (1) full-time special area teacher for the elementary building.

7. **Special Education/Least Restrictive**
   a. Copies of deviation requests for special education class loads will be provided to the Association President and Association Representative(s) for the building upon submission to the Jackson County Intermediate School District and the Department of Education.
   b. The parties acknowledge that the policy of Least Restrictive Environment is legally mandated. It is also recognized that the extent to which any special education student should participate in regular education programs and services involves consideration of that student's unique needs as determined by an Individual Educational Planning Committee (IEPC). It is further acknowledged and recognized that the general educational classroom teacher shall be responsible for the implementation of those responsibilities applicable to the classroom teacher within the IEP.

c. When a general education classroom teacher is assigned a student who has been identified for special education services, the teacher shall not be expected to perform routine, scheduled maintenance of an apparatus used by the student to sustain their bodily functions nor render routine scheduled care or maintenance of exceptional bodily functions (e.g. tracheotomy, diapering, use of the toilet, etc.) related to the student's impaired condition. The teacher shall be informed and instructed by the administration or its agent(s) as to emergency measures which may be necessary on occasion due to the student's impaired condition prior to student attendance. Teacher(s) will not be required to transport special education students.
d. The administration agrees to pursue providing for a substitute in the absence of the regularly assigned special education aide. Temporary assistance will be provided.
e. No Individual Educational Planning Committee (IEPC) will be held without the regular classroom teacher at the elementary level, if known, being invited to attend or have a teaching staff representative invited to attend. At the middle school and high school levels, all teachers who will be working with said student will be informed of the IEPC and at least one teacher will be required to attend the IEPC. The principal will make available for the other involved teachers the information provided at the IEPC which was prepared or furnished by the staff of the JCISD. Teachers should be given two weeks advance notice of the IEPC, or as soon as the building principal is informed but not later than the end of the next regularly scheduled day of work. The teacher, if so desired, will be entitled to representation. If known, at the beginning of each school year, all teachers will be provided a list of their students and their special needs.
f. If any teacher(s), in writing, advises the district of a reasonable basis to believe that a student's IEP, falling under applicable special education statute, is not meeting the student's needs as required by law, the district will reconvene an IEPC in a timely fashion. The teacher(s) will be invited to attend the IEPC.
g. The district shall notify employees of the identity of its Section 504 officer as well as the procedures for requesting a Section 504 hearing.
h. The process for referring students for special needs, the legal definitions regarding inclusive education, least restrictive environment, medically fragile students and identified student, shall be accessible to teachers.
i. The Board shall endeavor to provide within its practical means for the equal distribution within a building of special needs students within grade levels and subject areas.

8. **Split Grades**. The school administration will make every effort to equalize the number of students in each of the two (2) grade levels, as well as possible.

B. **Teaching Hours**

1. All teachers shall be required to be at their assigned workstations at the beginning of the school day and leave the building at the end of the school day at a time designated by the Board. Except as set forth in Section a below or Appendix D (calendar), teachers may not be required to remain at work, or in the building, for more than seven (7) hours and fifteen (15) minutes per day.

    a. Up to sixty (60) minutes of staff meeting time outside of the normal work day may be scheduled each month at each building.

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

    c. One open house/orientation in the fall.

    d. Fall Parent-teacher conferences (up to 7 hours) as identified in the calendar.

    e. For Elementary: Trojan Treat Night and Graduation as identified in the calendar.

    f. For Secondary: Spring Awards Night and Graduation as identified in the calendar.

    g. Additional open houses/orientations beyond the one identified in Section C will be paid at one and one half (1.5) hours of the hourly rate set forth in Article 9(C)(2).

    h. Mandatory on-line and video training sessions directed by the administration for all teachers within a building or the district will be scheduled during professional development time or staff meetings.

2. Secondary Planning Period. Teachers shall have an unassigned daily planning period equivalent to at least one (1) class period each day providing it does not interfere with assemblies, field trips, parent conferences, or the proctoring of examinations. During the life of this contract, the number of preparations for secondary teachers shall not exceed four (4).

3. All teachers shall be entitled to a duty-free uninterrupted lunch period of at least thirty (30) which may include up to four (4) minutes of passing time. Teachers may volunteer for lunch duty as approved by administration and will be paid at half the rate of the prep sub rate.

4. Absentees shall have plans and materials so arranged that a substitute will be able to assume the position with a minimum of interruption. Teachers shall make daily lesson preparation, prepare each week a written lesson plan covering the following week's instruction, and attend all staff meetings, unless excused by the building principal. The Association and the Board agree that a teacher's attendance at and/or participation in PTCO meetings, open-houses, concerts, plays, Christmas programs, athletic events, graduation events, and similar school activities is a professional responsibility to be exercised within the discretion of the teacher considering the nature of their remaining professional responsibilities.

5. A teacher's primary responsibility is their classroom or regular facility in which their basic assignment occurs. However, supervision of students is the teacher's responsibility during the entire school day. It is recognized, though, that supervision of students outside regularly scheduled classes, study halls, or homerooms, etc., is possible only at those times when teachers are not engaged in other professional activities. Teachers will cooperate in good housekeeping practices in the halls, respective classrooms, and their lounge. It is understood, however, that such teacher cooperation shall not obligate teachers to perform duties normally and customarily performed by custodial, clerical, or administrative staff.

6. It is recognized that teachers must utilize teaching methods and materials acceptable to and/or approved by the Board in striving for maximum student development and the attainment of student performance objectives cooperatively developed with the Association and adopted by the Board.

7. Elementary Planning Period. With the exception of days in which indoor recess is held due to weather conditions, elementary teachers will be provided with twenty-six (26) minutes of relief time each instructional day as outlined below unless the normal daily instructional schedule is interrupted by other activities (i.e. parent teacher conferences; field trips; early dismissals; assemblies, etc.).

   Elementary teachers will provide supervision of the twenty-six (26) minute afternoon recess period according to a rotation schedule provided by the Administration. There will be one (1) teacher along with assigned paraprofessionals supervising the playground during each scheduled twenty-six (26) minute afternoon recess period. Teachers will be allowed flexibility to exchange a scheduled time with other teachers, as needed. If a teacher is absent, they need to trade their duty with another teacher. The district and the association recognize that adjustments to this schedule may be necessary for shared and/or specials teachers.

   In addition, elementary teachers may also use for planning and conferences all time during which their classes are receiving instruction from various special area teachers. Elementary teachers may use the time during the noon recess when their students are supervised by teacher aides for planning purposes. Teacher aides shall be provided for recess and lunch hour duties in the above schools for the duration of this contract. Additionally, the Board will endeavor to provide classroom aides and/or other instructional assistance through use of special state and federal programs whenever possible.

8. The Board shall have the right to determine if the secondary grades will have a six, seven or eight period schedule. If it becomes necessary to change the number of periods during the life of this Agreement, this issue may be reopened for negotiations.

9. No program or services shall be delivered outside the negotiated workday/work year without prior written notice to the Association.

C. Communicable Disease Control Policy/Blood Borne Pathogens.
   1. The Board shall make available to its employees a copy of its exposure plan. The copies can be reviewed at easy access points throughout the district.

   2. In addition, the Board will make available to all employees training on blood borne pathogens and other infectious materials.

   3. Each employee shall have the right to appeal the determination regarding receiving the Hepatitis B vaccine to the Superintendent. The Superintendent shall honor all requests declining the vaccination(s).

D. Building Conditions Notification. If the heating, electrical or water systems are not functioning, the Association Representative will be notified within one (1) hour of the discovery of the malfunction. If the building is without power and the administration has not communicated the problem to the teachers, the Association Representative will be released to communicate with the rest of the staff the status of the problem. The Association Representative will be given periodic updates if the problem persists.

ARTICLE 7
NO STRIKE

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

ARTICLE 8
LEAVES OF ABSENCE

PAID LEAVE – SICK LEAVE

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

B. A teacher whose unused sick leave day accumulation exceeds 100 days (before the next year's allowance is granted) may request by May 1 that Sick Days in excess of 100 be paid out at $40 per day with a cap of 10 days per year (12 days per year if a teacher is at or exceeding 154 days). This payment will be made in the last pay of June.

C. A teacher who begins employment after the beginning of the school year will receive a proration of the twelve (12) sick days entitlement.

D. A record of accumulated leave days will be furnished to each teacher no later than sixty (60) days from the start of school.

E. The Superintendent, with the concurrence of the local Association President, may honor a request of a bargaining unit member to have sick and/or personal days advanced from a future year(s). Said approval or denial of such request is not subject to the grievance procedure. If a bargaining unit member quits the district prior to earning back the day(s) advanced above, such member will:
   1. Reimburse the district for each unearned day at the teacher's full daily rate; or
   2. Make arrangements acceptable to the Superintendent to work off said day(s).

F. Flex Day Option

   1. Teachers who have at least 60 sick days accumulated at the end of a school year may choose to forgo the standard sick leave benefit for the following year and instead be advanced five paid flex days at the beginning of the school year. Teachers must provide the district notice of their selection of the five flex days option on the form provided by the district before the first student day of the year. If that notice is not received by the district, the teacher will be advanced the standard allotment of nine sick days and three personal business days.

   2. In order to utilize a flex day, teachers must notify the district of an absence 20 school days prior to using a flex day. The Superintendent may waive the 20-school day notice requirement in the case where the standard notice would have been impossible. The discretionary waiver is not subject to the grievance procedure. If a teacher who provides the required 20-day notice is denied the use of their flex time, the Association will be notified within 24 hours of the denial.

   3. Teachers may utilize their accumulated sick days in accordance with standard sick day provisions in years that they choose to earn flex days, except that if a teacher is absent due to health emergency or illness on a day adjacent to a school holiday, vacation, or flex day, then the teacher must provide documentation from a licensed medical provider substantiating the health emergency or illness in order to utilize an accumulated sick day.

   4. At the end of the school year, teachers with unused flex days accumulated under the flex days option will receive $100 per unused flex day, payable at the last payroll of June.

G. Paid leave is earned throughout the year. Teachers who leave employment with the district before serving a full school year, having earned a pro-rata portion of leave time, shall reimburse the district for any paid leave used and not earned.

H. In compliance with the Earned Sick Time Act, MCL 408.961 *et seq* all employees shall be entitled to use earned sick leave for qualifying ESTA reasons.

1. Sick leave may be used for absence due to illness or non-vocational accident of a teacher.

2. Sick leave may be used for illness in the family for any purpose permitted under, and in accordance with, the Earned Sick Time Act (limited to nine (9) days per year unless the absence qualifies under FMLA or an exception is granted by the superintendent) for health emergency or illness in the family which requires the teacher to make arrangements for care or for the illness or disability of a member of their family. Family is defined as child, parent, spouse, domestic partner, grandparent, grandchild, sibling or an individual related by blood or whose close association with the employee is the equivalent of a family relationship. The teacher may use up to three (3) days of sick leave per year for illness or disabling accident of a teacher's marital in-laws or grandparents.

I. The teacher may use all or any portion of their sick leave to recover from their own illness which shall include childbirth or complications of pregnancy.

J. If a teacher is absent more than three (3) consecutive days, or if the Board has cause to believe that sick leave is being abused, they may be required to present reasonable documentation that the earned sick time has been used for a purpose in compliance with the Earned Sick Time Act, MCL 408.961 *et seq* to have these days count as sick days. The employer will reimburse out-of-pocket expenses the employee incurs in obtaining the documentation. If the Board decides to deny continuation of benefits, the Association may take steps to file a grievance on the issue.

K. OTHER PAID LEAVES

1. **Worker's Compensation**. Absence due to injury or illness covered by worker's compensation incurred in the course of the teacher's employment shall not be charged against the teacher's sick leave for the first five (5) days of such absence. Following this period, the employee may choose (1) to receive worker's compensation benefits only with no charge against sick leave, or (2) to receive salary in addition to worker's compensation benefits to achieve normal pay level with that salary charged against sick leave on a prorated basis. The Board shall pay to such teacher the difference between their salary and benefits received under the Michigan Worker's Compensation Act until accumulated sick leave is exhausted.

2. **Personal Business Days.** For school years during which teachers choose the non-flex day option, three (3) personal business days may be used for any purpose at the discretion of the teacher, with prior approval of date obtained from the building principal, except in case of emergency. Teachers will be asked to explain a requested leave of absence from work before or after vacation periods. Reasonable restrictions will be imposed on personal leave on such days. Absence from duty without pay will be authorized only in situations of extreme emergency.

3. **Bereavement Leave.** Time necessary for attendance at a funeral service of a member of the immediate family will be limited to three (3) days per occurrence not deducted from sick leave. Additional days approved will be available without pay or the teacher may use up to three (3) days of accumulated sick leave. Immediate family for this purpose shall be defined as father, mother, mother-in-law, father-in-law, foster parents, grandparent, son, daughter, sister, brother, husband, wife or other person upon whom the teacher was dependent as a minor child. When used in, father, mother, sister, brother, son and daughter shall include step relations. One (1) day of accumulated sick leave, per occurrence, will be permitted to attend the funeral of a sister-in-law or brother-in-law or a friend not employed by the district.

4. **Jury Duty**. The teacher granted leave with pay for this purpose will submit the jury duty pay to the Superintendent's Office upon return from jury duty.

5. **Court Appearance As a Witness**. Teachers will receive their regular rate of pay for time serving as a witness as directed by the school district and need not use sick or personal leave. Teachers subpoenaed to attend any proceeding, providing the case does not involve an action against the Board or Association may use personal or sick leave days.

6. **Association Days**. The Association will be allowed a total of twelve (12) school days with pay per school year for teachers who are officers of the Association or designees of the Association or are appointed to its staff to attend official sessions of the MEA Representative Assembly and other local, state, or national business. Three (3) days' notice must be given to the Board by the Association for such leaves of absence and reimbursement by the Association will be made to the district for the substitute pay, except that the three (3) day notice may be waived by the building principal if circumstances warrant it. These days shall not be used for purposes of supporting strikes and/or other activities of a public nature with respect to protest of contract negotiations in any other school district.

L. **Reporting Procedure.** Teachers shall be informed of the source to contact to report each day of unavailability to work. The time for making contact shall be as follows:

1. Elementary: Every reasonable attempt will be made to contact by 6:00 a.m., but in no event later than 7:00 a.m.

2. Secondary: Every reasonable attempt will be made to contact by 5:30 a.m., but in no event later than 6:30 a.m.

3. Teachers at all levels who tentatively anticipate being absent the next day, will provide notice whenever possible, but in no event later than 3:00 p.m.

4. Sick day charges amounting to less than one day shall be prorated for that portion of the school day only.

M. LEAVES OF ABSENCE WITHOUT PAY

General Provisions Related to all Leaves. Leaves of absence without pay may be granted to all teachers in the district. Duration of the leave shall be for one (1) year unless otherwise provided. Requests for such leaves must be submitted in writing to the Superintendent at least one (1) month prior to the effective date of the requested leave for approval, except in cases of emergency, and shall state the expected date of return from such leave. If an extension of such leave is desired, a written request prior to thirty (30) days before the expiration of such leave must be presented to the Superintendent for approval, except in cases of an emergency.

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

No experience credit on the salary schedule shall be granted during unpaid leaves of absence.

TYPES OF UNPAID LEAVES OF ABSENCE

1. **Ill Health/Disability**. Such leaves of absence which extend beyond time compensated under leave with pay must be accompanied by a statement from the attending physician verifying that the employee's health condition precludes their continued satisfactory performance of their assigned duties. A request to return to regular duties with the district must be accompanied by a statement from a physician that they are able to resume their regular duties. In the event of medical complications, the termination of leave may be adjusted by the Board upon the request of the teacher. Pregnancy or pregnancy-related conditions are considered a disability.

2. **Illness in Family**. Family defined as in Article 8.H.2. above.

3. **Parental Leave.** Parental leave without pay shall be granted upon request to teachers, upon the birth of the teacher's child, up to a maximum of one (1) year, for the purposes of child care.

4. **Adoptive Leave.** Adoptive leave without pay, if requested by the adoptive parent, shall be granted for a period not to exceed one (1) year.

5. **Advanced Study.** Teachers may be granted a leave of absence without pay for the purpose of completing requirements of permanent certification or obtaining an advanced degree. Decisions under this section are not subject to the grievance procedure.

6. **Association Leadership.** Upon written application, a leave of absence of two (2) fiscal years shall be granted to any teacher for the purpose of serving as an officer of the Jackson County Education Association, Michigan Education Association, and National Education Association, or upon their staffs without pay, credit, or fringe benefits. The leave may be extended by the Board upon written request of the teacher.

7. **Other Leaves.** Teachers may be granted a leave of absence without pay for personal reasons provided the Board determines such a leave to be in the mutual best interest of the teacher and the district. Decisions under this section are not subject to the grievance procedure.

N. RETURN FROM LEAVE OF ABSENCE

1. Any teacher wishing to return from leave of absence at a date other than that for which the leave was granted, must make such request in writing to the Superintendent at least ninety (90) days in advance subject to Board approval. The teacher shall notify the Superintendent of the date on which they shall be reporting for duty at least ninety (90) days prior to their return. A teacher expecting to return to duty at the beginning of the next school year shall notify the Superintendent at least thirty (30) days prior to the end of the school year.

2. In all cases, the planned return date from leaves without pay must coincide with beginning of the first or second semester of the school year.

3. If the salary schedule has changed during an employee's leave of absence, their basic salary shall be changed according to their service record, except as otherwise provided in this Article.

O. **Family and Medical Leave Act.** Leave provisions of this Agreement shall be construed consistently with the requirements of FMLA. However, if the leave provisions under this Article are more generous, this Agreement shall prevail. Leaves granted under the Agreement and FMLA leaves shall run concurrently.

ARTICLE 9
PROFESSIONAL COMPENSATION

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

B. The salary schedule is based upon the regular school calendar as set forth in Appendix D. If the law changes in such a way as to afford the ability to start students before Labor Day, the parties will reserve the right to renegotiate the calendar to implement an earlier starting date for students and staff. If the change is instituted, the number of days will not exceed those set forth in the calendar.

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

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

C. Additional Assignments
   1. **Extended Assignments**. For voluntary classroom assignments in excess of the normal class teaching hours, a teacher accepting an additional class assignment on a six period schedule will be reimbursed one sixth (1/6) of their salary, on a seven period schedule will be reimbursed one seventh (1/7) of their salary and on an eight period schedule will be reimbursed one eighth (1/8) of their salary. If the extended assignment is less than a full academic year, the salary will be prorated to reflect the length of the assignment.
   2. **Subbing During Prep**. Substitute teaching during a teacher's regular unassigned preparation period will be compensated at the rate of $35 per clock hour. Requests for payment must be made within five (5) workdays of providing the services. Due to scheduling variances, payment at the elementary level each year will begin after the first ten (10) full student instructional days for the school year and will cease each year five (5) full instructional days prior to the last student instructional day.
   3. **Inservice Compensation**. Teachers who voluntarily attend in-service days that are offered beyond the regular school year will be paid one hundred fifteen dollars ($115) per day.
   4. **Counselor Extra Duties Beyond School Calendar**. The Administration may require additional duties on workdays prior to or after the teacher work calendar to be paid at $35 per hour (per Article 9C2) limited to 150 hours unless there is prior approval of the superintendent.

D. **Mileage Reimbursement**. Any teacher whose duties require regular travel between two (2) or more schools will be reimbursed at the per mile rate established by the Internal Revenue Service. Requests for reimbursement shall be submitted by the teacher not later than five (5) calendar days after the end of each semester on forms provided by the district.

E. **Experience Credit**. Credit for teaching experience outside the system when initially hired into the bargaining unit shall be evaluated by the Board and credit may be allowed whenever the prior service of the teacher is deemed appropriate.

F. **Increment Credit**.
   1. Unless restricted by law or specified to the contrary elsewhere in this agreement, increments become effective the first teacher workday in Appendix D (Calendar) of each year and advancement under the salary schedule, which shall include advancement to a higher paying degree lane on the salary schedule, shall be automatic as of the beginning of each semester following completion of required academic or professional courses.

All certified employees will be awarded master pay scale only if they possess a master's degree from a higher education institution with an accredited education program and in a subject area within East Jackson curriculum plan that is related to the teacher's existing Michigan Department of Education certificate endorsement(s) or a new certificate endorsement for a subject area that is part of the curriculum. The sole exceptions to the foregoing are for employees who possess a teaching certificate with a counseling endorsement who have a masters degree in counseling and those employees with a masters degree in education leadership for which there is no teaching certificate endorsement.

2. Upon prior written approval by the Superintendent, credit for the MA+30 may be granted for courses taken at a junior college or in an approved training program which would serve to enhance a teacher's classroom skills in such areas as computer science, word processing or robotics. A decision by the Superintendent on this issue shall be final and will not be subject to the grievance procedure.
3. Placement on the MA+30 column requires:
    a. The credits must be taken after attaining a Masters degree in a program identified or approved under Section F (1) above; and
    b. The classes must either be approved under Section F (2) above or be taken at a university in an education program identified or approved under Section F (1).

G. **Part-Time Teachers**. Part-time teachers' salaries shall be prorated on the salary schedule and shall receive prorated insurance benefits.

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

Terminal Leave Payment. For all employees and in appreciation for services to the district, a terminal leave payment equal to 0.25% of the retiring year's salary for each year of service to the district, not to exceed a maximum of 5%, will be paid to all teachers qualifying for retirement under the Michigan Public School Employee Retirement System, upon retirement, provided this teacher shall have been employed in the district for ten (10) years or more. Periods of unpaid leave including workers compensation and layoff will not constitute a disruption in service but will not be counted.

J. **Early Notification Incentive.** All employees who give written notice of retirement on or before March 1 immediately preceding their retirement date as defined by MPSERS will receive severance pay for all unused sick leave days at $60 per day. This early notification incentive will be calculated and paid after the last teacher workday of the school year. At the request of the retiring teacher, the school district will keep retirement announcements confidential until the last week that school is in session. Except as set forth herein, in order to receive payment under this provision, a teacher must be separating from employment at the end of the last teacher workday in the contract year.

1. A teacher who does not intend to return to work for the following school year and who can retire as defined by MPSERS under the summer birthday provision, will qualify for the unused sick leave payment above by giving notice of retirement on or before March 1st.
2. The Superintendent and East Jackson Education Association President reserve the right in extenuating circumstances to make exception to the end of the year requirement if requested by a teacher in extenuating circumstances (i.e. serious medical conditions, etc.) and if the request is denied, the decision is not subject to the grievance procedure.
3. Employees who notify the Superintendent of their intent to retire after March 1 but on or before May 1 immediately preceding their retirement date as defined by MPSERS will receive $15 per unused sick leave day not to exceed one-hundred fifty-four (154) days. This early notification incentive will be calculated and paid after the last teacher workday of the school year.

K. **Fringe Benefits**. The Board and Association agree that employees will be provided medical benefits under the Jackson County Consortium for a full twelve (12) month period (see Section O below) for the bargaining unit member and their entire family that fall within the two party and full family premium eligibility criteria established by MESSA.

<u>PLAN A: For those employees electing medical insurance under JCC, choice of one:</u>
MESSA Choices $1000/$2000 with 5 Tier Rx
MESSA ABC Plan 2 $2000/$4000 with 3 Tier Rx
MESSA ABC Plan 2 $2000/$4000 with 5 Tier Rx
MESSA ABC Plan 2 $2000/$4000 with 5 Tier Rx and 20% Co-Insurance

<u>Ancillary Benefits provided under JCC</u>
Dental – 100/80/80/80 $2000 Annual Max; $2000 Ortho Lifetime Max
Vision – VSP-2 S
Negotiated Life with AD&D – $30,000 with AD&D
Long Term Disability – 66 2/3% up to $7000, 90 Calendar Day Waiting Period

The Board shall continue to pay current amounts of $19,832.68 FF, $15,617.59 2P, and $7,246.10 SS toward the amount of the total cost of the medical and ancillary premiums and taxes through December 31, 2025, and will pay 97.0% of the PA 152 2026 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2026 through December 31, 2026 and will pay 98.5% of PA 152 2027 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2027 through December 31, 2027 and will pay 100% of PA 152 2028 State mandated hard cap amount of the total cost of the medical and ancillary premiums and taxes beginning January 1, 2028 and continuing thereafter.

The deductible payments are the sole obligation of the teachers and the full amount for the calendar year will be deducted in equal monthly installments through payroll deductions as a condition of this master agreement. If a teacher elects not to have any funds withheld, to

withhold less than the full amount or extra funds withheld within the parameters established by the Internal Revenue Service, the teacher will notify the Business Office in writing by November 1 each year. Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

Upon request and with appropriate payroll deduction authorization, for an initial year of enrollment in an HSA, the district will contribute half of the employee's deductible amount to the HSA account by the end of their first month of employment. Employees must reimburse the district for this contribution through payroll deduction spread over twelve (12) pays beginning the payroll after the contribution is made.

PLAN B: For those employees not electing medical insurance
Dental – 100/80/80/80 $2000 Annual Max; $2000 Ortho Lifetime Max
Vision – VSP-2 S
Negotiated Life with AD&D – $35,000 with AD&D
Long Term Disability – 66 2/3% up to $7000, 90 Calendar Day Waiting Period

Any amounts in excess of the Board's contribution shall be payroll deducted as a condition of this Agreement pursuant to the authority set forth in MCLA 408.477.

If the consortium later dissolves or the district exercises its rights to withdraw, the medical and non-medical plans in both Plans A and B will continue the same benefit levels as in the 2025 JCC plans.

L. Bargaining unit members will select either Plan A or Plan B. Bargaining unit members selecting Plan B shall be provided with the following amounts in cash in lieu of benefits under an IRS qualified Section 125 plan which may be retained as such or alternatively used to purchase plans through payroll deduction.

Number of Enrollees in plan B only	Monthly Cash in Lieu
Less than 5	$180
5-6	$280
More than 6	$360

1. The Section 125 plan will include a provision for voluntary salary reductions at the employee's option to assist with out-of-pocket premium contributions.

2. HSA/FSA: Employees will have access to either an IRS qualified flexible spending plan or a Health Savings Account. The plans will include the ability for employees to utilize payroll withholdings for dependent care and qualified medical expenditures. Any cost for implementing the plans will be assumed by the District. If the District changes third party administrators in the future, the Association will be notified and will be provided with the opportunity for input.

M. Employees covered by this Agreement shall fill out appropriate forms as indicated by the insurance carrier during the open enrollment period as set forth by the insurance carrier. Should the insurance carrier allow other than new employees to make application and receive coverage at a time other than the normal opening period, it will be allowed and the Board will pay its share of the premium, as defined in this Agreement.

N. The Board will be responsible for providing insurance information applications and claims materials as they are available from the insurance carrier. The Board shall not be responsible for an employee's failure to make proper application for themself or members of the family.

O. Coverage is subject to the rules and regulations of the carrier.

P. Contributions toward insurance benefits will be processed in accordance with the following provisions:

1. Except as set forth in Subsection 1, benefit contributions shall commence the first day of the month after the first day worked for newly hired employees, those being recalled or who are returning from an unpaid leave where benefits are not required to be extended under the Family Medical and Leave Act. Where the first teacher workday of the year is after September 1, benefit contributions will begin September 1.

2. For those employees who are laid off, who are retiring or are resigning after having completed the entire work year, benefits contributions will continue through the end of August.

3. For those employees who are going on unpaid leave of absence where benefits were not continued under the Family Medical and Leave Act, for employees being laid off during the year, employees resigning and for employees retiring during the course of the work year, benefit contributions will continue through the end of the month in which the last day of work transpired.

4. For those employees who are terminated, benefits will cease on the last day of the month in which the termination occurs.

ARTICLE 10
PROFESSIONAL GRIEVANCE PROCEDURE

A. **Definition**. A "grievance" is defined as a claim by a teacher or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

Any complaint alleging discrimination shall be pursued using the Board's discrimination policy and/or filing with the EEOC.

A "business day" as used in this article is defined as a day that the District's central office is open, excluding all scheduled school holidays as per the school calendar.

B. LEVEL ONE – INFORMAL:
A member of the Association, believing themselves wronged by an alleged violation of this contract shall within ten (10) workdays of its alleged occurrence (or reasonable knowledge of same) verbally discuss the grievance with the building principal or appropriate supervisor in an attempt to resolve same. When a grievance affects more than one building, or the building administrator does not have the authority to resolve the grievance, the grievance shall move directly to Level Three.

C. LEVEL TWO – PRINCIPAL/SUPERVISOR
1. If no resolution is obtained within five (5) workdays of the discussion, the Association may reduce the grievance to writing and submit to the building principal or appropriate supervisor within ten (10) workdays of said discussion. The grievant may invoke the formal grievance procedure on the form set forth in Appendix E, signed by the grievant and a representative of the Association Representative in each building.
2. Within five (5) business days of receipt of the grievance, the principal or supervisor shall meet with the Association in an effort to resolve the grievance. The principal or supervisor shall indicate their disposition of the grievance in writing within five (5) business days of such meeting and shall furnish a copy thereof to the Association.

D. LEVEL THREE – SUPERINTENDENT:
If the Association is not satisfied with the disposition of the grievance, or, if no disposition has been made within five (5) business days from the meeting (or ten (10) business days from the date of filing, whichever shall be later) the grievance may be transmitted to the Superintendent. Within five (5) business days the Superintendent or their designee shall meet with the Association on the grievance and shall indicate their disposition of the grievance in writing within five (5) business days of such meeting and shall furnish a copy thereof to the Association.

E. LEVEL FOUR – ARBITRATION: If the Association is not satisfied with the disposition of the grievance by the Superintendent, or if no disposition has been made within the period provided, the grievance may be submitted to arbitration in accordance with the following:

1. **Appeal to the Arbitrator.** The Jackson County Education Association will file a Demand to Arbitrate with the American Arbitration Association in writing within thirty (30) days of its intent to arbitrate the grievance; provided, however, the following shall not be appealed:

   a. Those areas in which the Tenure Act prescribes a procedure or authorizes a remedy.
   b. The failure to re-employ any teacher in an extra-curricular position.

2. **Selection of the Arbitrator.** The matter shall be referred to the American Arbitration Association (AAA) for the selection of an impartial arbitrator in accordance with all applicable rules of the AAA.

3. **Powers of the Arbitrator.** The award of the Arbitrator shall be final and binding, provided, however, such decision is within the scope of the Arbitrator's authority as described below:
   a. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

   b. The arbitrator shall not substitute their judgment for that of the parties.

   c. The arbitrator shall not consider any new allegations or charges which have not been presented in pre-arbitration grievance steps.

   d. The arbitrator's power shall be limited to deciding whether the Board has violated, misinterpreted, or misapplied any of the terms of this Agreement.

   e. Awards by the arbitrator will not be made retroactive beyond the date of the occurrence or non-occurrence of the event upon which the grievance is based. In no event shall the award be made retroactive more than thirty (30) days prior to the date upon which the grievance is filed.

4. **Arbitrator's Fees and Expenses**. The fees and expenses of the arbitrator shall be shared equally by both parties. The grievant and the East Jackson Education Association President or their designee shall not lose pay for time off the job while attending the arbitration proceedings.

F. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. If a grievance is filed after May 15 of any year and adherence to the same time limits may result in hardship nevertheless, the Superintendent shall process such grievance prior to the end of the school term.

G. The grievant shall be present at each level of this procedure.

H. If an individual teacher has a personal complaint which they desire to discuss with a supervisor, they are free to do so without recourse to the grievance procedure. However, no written grievance shall be adjusted without prior notification to the Association and opportunity for any adjustment of a grievance shall not be inconsistent with the terms of this Agreement in the administration of the grievance procedure. The interests of the teachers shall be the sole responsibility of the Association.

ARTICLE 11
STUDENT DISCIPLINE AND TEACHER PROTECTION

A. Student Discipline

1. Since the teacher's authority and effectiveness is undermined when students discover that there is insufficient administrative backing and support of the teacher, the Board recognizes its responsibility to give all support and assistance to teachers with respect to the maintenance of control and discipline in the schools. The Board further recognizes its responsibility to make every reasonable effort to place problem children in special programs designed to meet their needs. Whenever it appears that a particular pupil requires the attention of special counselors, social workers, law enforcement personnel, physicians or other professional persons, the Board will take the necessary steps to relieve the teacher of responsibilities with respect to such pupil.

2. Any case of assault upon a teacher shall be promptly reported to the Board or its designated representative. The Board will provide legal counsel to advise the teacher of their rights and obligations with respect to such assault and shall provide all reasonable legal assistance, as covered by the district's insurance policies, to the teacher in connection with the handling of the incident by law enforcement and judicial authorities.

3. If a teacher is injured out of and in the course of employment, and the teacher may not work due to the resulting disability, the district will provide full wage and benefits during the normal 7-day waiting period for wage loss benefits under Workers' Compensation.

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

1. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs while the teacher is engaged in school business.

2. The loss is not a result of negligence on the part of the teacher.

3. The limitation in payment in each case is $100 for clothing (no payment for hosiery), $100 for auto collision losses, and $100 for personal property.

4. Applications for payment must be made on forms provided by the Superintendent, affirming the validity of the claim and that the loss is not covered by the teacher's personal insurance.

5. All claims must be filed within ten (10) school days of date of occurrence or discovery of loss.

ARTICLE 12
NEGOTIATION PROCEDURE

A. At least sixty (60) calendar days prior to the expiration of this Agreement, upon request of either party, negotiations will be undertaken for an Agreement.

B. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. Each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association, the parties mutually pledge that their representatives will be clothed with necessary power and authority to make proposals, consider proposals, and make concessions in the course of negotiations contingent upon Board approval.

C. A teacher engaged during the school day in negotiations on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary, limited to no more than four (4) teachers at any one time.

ARTICLE 13
PROFESSIONAL EDUCATION CONFERENCES

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

ARTICLE 14
MENTOR TEACHER

A. For the first three (3) years of their employment in classroom teaching, a teacher will be assigned to a "master teacher(s)" who will serve as a mentor(s) to the new teacher. During this three (3) year period, the new teacher will also undergo professional development training including training in classroom management and instructional delivery.

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

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

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

1. The mentor teacher shall ordinarily be a tenured member of the bargaining unit.
2. Participation as a mentor teacher shall be voluntary.
3. Every effort will be made to match mentor teachers and mentees who work in the same building and have the same area of certification(s).
4. Either the mentor teacher or the mentee may request a change in their mentor/mentee assignment at any time.
5. The purpose of the mentor/mentee match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction.
6. Any time required by management for the mentor teacher outside the regular workday and work year shall be compensated at their per diem rate.

ARTICLE 15
SENIORITY

A. PLACEMENT: Teachers hired into the bargaining unit shall be placed on the seniority list on their first day of work in the bargaining unit on the regular school calendar from their most recent date of hire. A substitute teacher, continuously employed in a long-term teaching position and once they have earned their certification will have their seniority date revert to their first day of being continuously employed.

B. LIST: A seniority list shall be maintained by the district. Teachers shall be ranked in order of seniority. Accompanying the name of each Teacher shall be a listing of the Teacher's certification and endorsements. Said seniority list shall be reviewed with the Association President by October 1 and then emailed to each bargaining unit member by October 15 each year. Corrections shall be brought to the attention of the administration by November 1 and after mutual agreement with the Association President or designee, the list shall be final. An updated list may be requested at any time.

C. TIE BREAKER: If there is a “tie” on the seniority list, the tie shall be broken according to the last four digits of the social security number, with the person having the highest number having the greatest seniority and proceeding in a similar manner until all persons with the tie are assigned a seniority position.

D. LOSS OF SENIORITY: All seniority shall be lost when a teacher retires, resigns, or is discharged. Seniority shall be frozen if the teacher transfers to a non-bargaining unit position in the District for two (2) years or less. If they return to the bargaining unit within the two years, they shall be entitled to such rights as they may have had under this Agreement at the point that they left the unit.

E. LEAVES OF ABSENCE: If a teacher is on unpaid leave of one year or more, their seniority date shall be changed by the amount of time of the unpaid leave. The seniority date is not affected if they are on qualified military duty leave or for any duration of layoff.

F. SERVICE TIME: Service time is defined as years of service multiplied times FTE (full-time equivalency). Example: Employee A is 1.0 FTE hired 9/1/24 and Employee B is 0.80 FTE hired 9/1/24 with ranking of Employee B higher than Employee A by the tiebreaker. At the end of June 2025, Employee A would have 1.0 service time, Employee B will have 0.80 service time. Therefore, Employee A would have more service time than Employee B even though Employee B was ranked higher on the seniority list.

Example: Employee C has been 1.0 FTE each year and was hired 9/1/20. Employee D was hired 9/1/19, but was .50 for 2019-21, 0.80 for 2021-24, and 1.0 for 2024-25. At the end of June 2025, employee C would have 5.0 service time. Employee D would have 4.4 service time (1.0 + 2.4 +1.0 = 4.4). Therefore, Employee C has more service time than employee D even though Employee C was hired a year later than Employee D.

ARTICLE 16
VACANCIES AND TRANSFERS

A. VACANCY: A vacancy shall occur whenever a bargaining unit member vacates a unit position as the result of resignation, dismissal or transfer and the Board determines to fill it. Newly created bargaining unit positions and any leave of absence by a Teacher for the entire school year shall also be considered vacancies if the Board determines to fill them. Any vacancy that occurs after the beginning of the school year shall be considered temporary and may be filled temporarily for that school year only.

B. NOTIFICATION: When any bargaining unit vacancies occur, the Board shall inform the Association in person or by phone, provide electronic notice to employees, and post the vacancy on the district website.

C. TIMELINE AND CONSIDERATIONS: Vacancies shall be posted for five (5) calendar days before being filled unless the superintendent and the Association President mutually agree to a necessary shorter posting period due to unique challenges with a certain position.

D. FILLING A VACANCY: Any teacher may apply for specific posted positions by submitting a written request to the Superintendent by the end date listed on the specific posting. The Board agrees to consider certification, distinguishing factors of qualification as defined in Article 17D, and length of service to the school system for any transfer requests and internal applications prior to hiring an outside applicant. If an internal candidate is not selected, the administration will make a personal contact (preferably in person, minimally a phone call) to discuss the basis for the non-selection.

E. TRANSFERS: Teachers may be involuntarily transferred due to scheduling needs and other reasons that are not arbitrary or capricious. The District will notify the teacher and Association in person or by phone and provide rationale. Those teachers holding appropriate certification and qualifications will be given consideration.

ARTICLE 17
LAYOFF AND RECALL

It is understood by the parties that determining teacher staffing level and any reduction of staff is within the sole discretion of the Board. The procedures set forth in this article shall be used in any reduction of staff, laying off and recalling teachers.

A. The district retains the right to determine the teaching schedule each year. If any current teaching positions are eliminated, the teachers in positions being eliminated are considered displaced. A displaced teacher shall be transferred into a vacant position within their area of certification prior to any teacher being laid off.

B. Certification shall be defined as holding the required certificates, endorsements, and licenses required by law to serve in the position assigned.

C. LAYOFF: If layoffs are necessary, teachers in that area of certification will be laid off in inverse order of seniority/service time provided all other factors distinguishing those teachers from each other are equal as stated in section D below. If seniority/service time is the determining factor in a layoff, preference will be given to teachers with more service time to the District.

D. Distinguishing factors of qualification shall be defined as follows:
   a. Holding appropriate certification for the position.
   b. The two most recent year-end evaluation ratings.
   c. Severity of the teacher's disciplinary record including verified abuse of sick or personal leave.
   d. Relevant special training (in accordance with MCL 380.1248).

E. NOTIFICATION:
   a. The Association will be notified of a contemplated reduction in personnel at least ten (10) calendar days prior to layoff notices being given to teachers and the potential staff affected and rationale shall be shared with the Association at that time.
   b. Teachers being laid off shall be notified in writing no less than thirty (30) calendar days prior to the effective date of layoff.

F. The certification and qualifications of a teacher to be laid off shall be the certification and accumulated qualifications on file with the Board at the time the layoff notification to the Association occurs. The certification and qualifications of a teacher to be recalled from layoff shall be the certification and qualifications on file with the Board at the time the notice of recall from layoff. It is the teacher's responsibility to notify the Board, in writing, of any inaccuracies in Board records and/or any changes to their certificates, as they occur.

G. The Board shall give written notice of layoff or recall by sending a registered or certified letter to the teacher at their last known address. The teacher's address as it appears on the Board's records shall be conclusive when used in connection with layoff, recall, or other notice to the teacher. It shall be the responsibility of the teacher to notify the Board of any change in address.

H. RECALL: Teachers have a right to recall for two (2) years from the effective date of layoff provided they did not receive an overall rating of less than effective on either of their two most recent year-end evaluations. If they received a rating of developing or needing support on either evaluation, they have a right to recall for one (1) year. They will be recalled in each area of certification in seniority order (highest senior/service time teacher first) provided all other factors distinguishing those teachers from each other are equal as stated in section D above.

I. If the teacher fails to report to work within ten (10) calendar days of the date of the recall notice of a position for which the teacher is adequately certified and qualified, the teacher shall be deemed a voluntary separation and shall forfeit any further right of recall. If the teacher needs additional time to report to work, the teacher must contact the Superintendent to work out the start date at the discretion of the Superintendent.

J. The Board's obligation to pay salary, fringe benefits and all other benefits under this collective bargaining agreement is suspended for the duration of any layoff. All insurance benefits will continue in effect until the effective date of layoff. Thereafter, upon carrier approval, a laid off teacher may continue insurance coverage under COBRA at no expense to the employer.

ARTICLE 18
TEACHER DISCIPLINE

A. A bargaining unit member may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Probationary teachers shall not have the right to the grievance procedure for any discipline. For verbal or written reprimands, non-probationary teachers may utilize the grievance procedure up to and including Level Three only.

B. Disciplinary action that includes suspensions over fifteen (15) days or discharge shall occur in accordance with the statutory requirements under the Michigan Tenure Act.

C. Discipline may include but is not limited to:

1. Verbal warning or written warning
2. Verbal reprimand or written reprimand
3. Suspension
4. Discharge

D. The District does not have to apply discipline in a progressive manner, but rather, may impose discipline consistent with the seriousness of the teacher's conduct, as determined by the District. Additionally, nothing in this Article limits the District's right to take other appropriate action, such as placing a teacher on administrative leave during an investigation or issuing a counseling memorandum, which is considered instructional, not disciplinary.

E. Any teacher shall, upon request, be entitled to Association representation during investigative interviews that could lead to disciplinary action against the teacher or any meeting that the teacher is being reprimanded, warned, or disciplined for any infraction or delinquency or inadequacy in professional performance.

F. No materials resulting from any complaint or discipline will be placed in a teacher's personnel file unless the teacher has had an opportunity to review the material.

G. Each teacher shall have the right to review their personnel file in the presence of the Superintendent. A representative of the Association may be requested by either party to accompany the Teacher to such review.

H. Both parties agree that abuse of earned personal business and sick leave can occur. If this occurs, discipline will be imposed according to procedures in Article 18.

ARTICLE 19
EVALUATION

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and Evaluation Procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the EJEA and the District.

ARTICLE 20
PUBLIC SCHOOL ACADEMIES

The district will provide notice to the Association regarding a public school academy application made to the district.

ARTICLE 21
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement, and an individual contract hereinafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with this Agreement, this Agreement, for its duration, shall be controlling.

C. The district shall confer with the Association prior to the consideration of any annexation or consolidation.

D. Section 15(7) of the Public Employment Relations Act (PERA) mandates that any contract entered into include a statement that allows an Emergency Manager appointed under the Local Government and School District Fiscal Accountability Act to reject, modify, or terminate the collective bargaining agreement as provided in the Local Government and School District Fiscal Accountability Act. This provision is intended to satisfy this requirement. No grievances may be processed contesting actions taken by an Emergency Manager**.**

ARTICLE 22
CALENDAR

A. First semester secondary records are due electronically by 8:30 a.m. on the first Monday directly following the records day during the break. Elementary grades are due electronically by 8:30 a.m. the Monday after the December holiday break. Second semester elementary grades are due at the end of the year on the Monday prior to the last day of student instruction. Records can be completed off site. Any exceptions to the above schedule will require the approval of the Superintendent.

B. CA-60s are due during the year within three teacher work days after the end of the first semester and before the end of the last teacher work day at the end of the year or before the teacher checks out at the end of the year, but in no case later than four weekdays after records day.

C. On partial days (i.e. indicated as half days) of student instruction, students will be dismissed a maximuim of 4.5 hours after the start of the student instructional day.

ARTICLE 23
BINDING EFFECTIVE AGREEMENT

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

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective upon the later of ratification by the parties or July 1, 2025 and shall continue in full effect until June 30, 2028 with option for an appeal by both the Board and the Association to negotiate specific sections if approved by mutual agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EAST JACKSON BOARD OF EDUCATION	**JACKSON COUNTY EDUCATION ASSOCIATION, MEA/NEA**
_____	_____
Jan Maino, Board President	Jason Smith, East Jackson EA
_____	_____
Jeff Punches, Superintendent	Marc Daly, East Jackson EA
_____	_____
Date	Milt Rehberg, MEA UniServ Director

<u>FINANCIAL SUMMARY 2025-28</u>

1. Steps and lanes granted for 2025-28.
2. Salary scale
   a. 2025-26 – 3.0% increase on all steps and lanes except MA 30 steps 6-14. MA 30 Lane steps 6-14 increased so the difference from new MA lane and the new MA 30 lane is $1500 on each step 6-14.
   b. 2026-27 – 2.5% increase for all steps and lanes
   c. 2027-28 – 2.0% increase for all steps and lanes
3. Hard cap to 100% over three years (97% in 2026, 98.5% in 2027, 100% in 2028)

APPENDIX A
SALARY SCHEDULES

2025-26

Step	BA	MA	MA+30
0	$40,700	$43,234	$44,819
1	$46,100	$48,969	$50,765
2	$47,645	$50,610	$52,466
3	$49,241	$52,457	$54,223
4	$50,891	$54,372	$56,039
5	$52,596	$56,356	$57,917
6	$54,357	$58,413	$59,913
7	$56,178	$60,546	$62,046
8	$58,060	$62,756	$64,256
9	$60,006	$65,047	$66,547
10	$62,015	$67,421	$68,921
11	$64,093	$69,881	$71,381
12	$66,240	$72,432	$73,932
13	$68,460	$75,077	$76,577
14	$70,752	$77,815	$79,315
15	$74,336	$80,808	$83,396

2026-27

Step	BA	MA	MA+30
0	$41,718	$44,315	$45,939
1	$47,252	$50,194	$52,034
2	$48,836	$51,875	$53,778
3	$50,472	$53,768	$55,579
4	$52,164	$55,731	$57,440
5	$53,911	$57,765	$59,365
6	$55,716	$59,874	$61,411
7	$57,583	$62,060	$63,598
8	$59,512	$64,325	$65,862
9	$61,506	$66,673	$68,210
10	$63,566	$69,106	$70,644
11	$65,695	$71,628	$73,166
12	$67,896	$74,242	$75,780
13	$70,171	$76,954	$78,491
14	$72,521	$79,761	$81,298
15	$76,195	$82,828	$85,481

2027-28

Step	BA	MA	MA+30
0	$42,552	$45,201	$46,858
1	$48,197	$51,197	$53,074
2	$49,813	$52,913	$54,853
3	$51,482	$54,844	$56,690
4	$53,207	$56,846	$58,589
5	$54,989	$58,921	$60,552
6	$56,830	$61,071	$62,639
7	$58,734	$63,301	$64,870
8	$60,702	$65,611	$67,179
9	$62,736	$68,006	$69,574
10	$64,837	$70,488	$72,057
11	$67,009	$73,061	$74,629
12	$69,254	$75,727	$77,296
13	$71,575	$78,493	$80,061
14	$73,971	$81,356	$82,924
15	$77,718	$84,484	$87,191

Steps will be awarded to teachers for the 2025-26, 2026-27, 2027-28 school years.

Longevity

After 15 years – 1.25%
After 20 years – 1.75%
After 25 years – 2.00%

Years of service are defined as years of service in the bargaining unit from the last date of hire. To be granted a year of service for longevity, a teacher must be employed and in paid status 75% of the days of a school year calculated on June 30 each year. Periods of layoff and unpaid leaves (including worker's compensation after sick leave proration has expired under Article 8-A-4) will not count as years of service. Teachers who were term substitutes immediately prior to their appointment to a regular teaching position within the bargaining unit, shall be given longevity credit for that term substitute service. Longevity payments will be made along with the regular payroll.

APPENDIX B
SUPPLEMENTARY PAY AND EXTRA CURRICULAR COMPENSATION

A. Supplementary pay for extracurricular activities shall be based upon the appropriate salary step below. The Board will establish rates for non-bargaining unit members.

Step	Salary
1	$40,553
2	$42,175
3	$43,862
4	$45,616
5	$47,441
6	$49,339
7	$51,312
8	$53,365
9	$55,499
10	$57,719
11	$60,028

If any area covered by Appendix C is removed from the master schedule, the district reserves the right to establish the position as a club (i.e. Jazz Band). The rate will be up to $500 for the club and will be negotiated with the Association.

B. The appropriate step shall be determined on the basis of all paid activity experience in that particular assignment whether gained in the East Jackson School System or another system.

C. No distinction is made on the basis of whether that experience was as a head coach, assistant coach, junior high coach, etc.

D. If a new program is developed during the term of this Agreement, compensation will be made on the basis of the nearest like program in Appendix B or C.

E. The inclusion of any activity above does not establish a position but only indicates the rate of pay for such a position if it is established by the Board.

F. The Appendix B and C contracts will be issued within twenty (20) business days of approval of the teacher for the position by the Board of Education.

G. The Head Coaches of sports that do not cut will receive a higher percentage that is based upon 6th grade participation in any sport as follows.

1-5	6th grade students	$300
6-10	6th grade students	$600

If there are more than ten (10) 6th grade students in any of the above sports, an assistant coach (or additional assistant coach in the instance of track) will be added**.**

H. Teachers who would like extra duty assignments agree to provide their building principals with a preliminary job description of their extra duty assignments when they submit their letters of interest for extra duty assignments. Letters of interest will not be accepted without the preliminary job description. Job descriptions will be finalized by the building principal with input from the teacher and the Association.

Football	Percent
Head Coach	12.5%
Varsity Assistant Coach	8.5%
Junior Varsity Coach	8.5%
Junior Varsity Assistant Coach	8.5%
Middle School Coach - 7th Grade	6.0%
Middle School Coach - 8th Grade	6.0%
Combined MS Team - 7-8 grade	6.0%
Middle School Assistant Coach	5.0%

Basketball	Percent
Head Coach	12.5%
Varsity Assistant Coach	8.5%
Junior Varsity Coach	10.5%
Freshman Coach	7.0%
8th Grade	6.0%
7th Grade	6.0%
Middle School Asst. Coach	4.0%

Wrestling	Percent
Head Varsity Coach	10.0%
Varsity Assistant Coach	8.5%
Middle School - 7th - 8th Grades	6.0%
Middle School Asst. Coach	4.0%

Cross Country	Percent
Head Coach	8.5%
Assistant Coach	6.0%
If One Co-ed team	10%
Middle School Coach	5.0%

Track	Percent
Head Coach Varsity	8.5%
If One Co-Ed Team	12.0%
Varsity Assistant Coach	8.5%
Middle School	7.0%
Middle School Assistant	5.0%

Volleyball	Percent
Varsity Coach	10.5%
Junior Varsity Coach	8.5%
Freshman Coach	7.0%

Middle School 7th - 8th	6.0%
Middle School Assistant	4.5%

Baseball	Percent
Head Coach	10.0%
Junior Varsity Coach	7.0%
Softball	
Head Coach	10.0%
Junior Varsity Coach	7.0%

Golf	Percent
Varsity	8.5%
Junior Varsity Coach	6%

Cheerleader Coaches	Percent
Varsity	7.5%
Junior Varsity	4.5%
Middle School - 7th grade	5.0%
Middle School - 8th grade	5.0%
Combined 7-8 grade	6.5%
Middle School Assistant	2.0%

Competitive Cheer	Percent
Varsity	8.5%
Assistant and/or Jr. Varsity	4.0%
7-8 Grade	6.0%

Bowling	Percent
Head Coach	5.0%
Assistant Coach	4.0%
If One Co-Ed Team	7.0%

E Sports	Per Season
Coach	$2,500

APPENDIX C
GENERAL AND EXTRA SERVICES

High School	Percent or Flat Amount
Secondary Band Director	16.0%
Pep Band Director	4.0%
Marching Band Assistant Director	2.5%
Percussion Associate	2.0%
Flag Corp Associate Director	1.5%
Band Camp Director	1.5%
Band Camp Assistant Director	1.0%
Dance Corp.	$450
Jazz Band Director	2.5%
Secondary Choir Director	5.0%
Technical Director	2.0%
Costumer	$400
Set Designer/Builder	$400
Vocal Productions Director	2.0%
Musical/Drama Director (Head)	3.5%
Musical/Drama (Asst.)	2.5%
Student Club Sponsorships (@ Principal's discretion)	1.5%
Newspaper	5.0%
Yearbook Advisor	5.0%
Student Council Advisor	5.0%
Class Sponsors - Senior	2.0%
Class Sponsors - Senior Asst. (project graduation)	2.0%
Class Sponsors - Junior	2.0%
Class Sponsors - Sophomore	1.5%
Class Sponsors - Freshman	1.5%
National Honor Society Sponsor	3.0%
SADD	1.0%
Robotics	4.0%
Secondary Department Chairs (Number determined by Board)	$500
Debate	$394
International Club	$500
Peer Listening	$250
Quiz Bowl Advisor	$380
Environmental Club	$367
Science Olympiad	$500
PRIME (2)	$400 (each)

Middle School	Percent or Flat Amount
Marching Band Assistant Director	1.5%
Student Council Advisor	3.5%
Student Club Sponsorships (at Principal's discretion)	1.5%
Musical Director	$760
Science Olympiad	$500
Robotics	2.0%

Elementary School	Percent or Flat Amount
Department Chairs (Number of chairs determined by Board)	$500
Music/Band Director	$150/concert
Safety Patrol	1.5%
Outdoor Education	1.25%
Art Fair	$300
First Lego League	$500
First Lego League Junior	$500

District Wide	Percent or Flat Amount
School Improvement Team Members Elementary (Max 12)	$300 each
School Improvement Team Members Secondary (Max 9)	$300 each
Data Coach (One Per Building)	$500
Mentor Teachers	$500
Summer School At-Risk	$35/hour

APPENDIX D
GRIEVANCE REPORT FORM

Teacher's Name:	Date of Violation:
School:	Date of Grievance:

Nature of Grievance (State Article and Section Allegedly Violated:

Settlement Desired:

Signature of Teacher:	Signature of Building Rep./Grievance Chair:
Date Signed:	Date Signed:

Principal's Disposition:

Signature of Principal:	Date Signed:

Teacher's Response to Principal:

Signature of Teacher:	Date Signed:

Superintendent's Disposition:

Signature of Superintendent:	Date Signed:

APPENDIX E
EVALUATION PROCEDURES

The District shall follow the provisions of the Revised School Code MCL 380.1249, as amended, and Evaluation Procedures in Appendix E regarding the evaluation of teachers. The 5D+ Teacher Evaluation shall be the performance evaluation tool unless the parties mutually agree to a different tool. Student growth and assessment data or student learning objectives metrics will be 20% of the evaluation and the other 80% of the evaluation will be objective criteria as determined by the evaluation tool. The grievance procedure may only be utilized if the evaluation procedures are not followed and the teacher receives a final rating of less than effective on their year-end evaluation. Any changes to the Evaluation Procedures must be mutually agreed upon between the EJEA and the District.

A. EVALUATION FREQUENCY

1. Any teacher who is probationary or on an Individualized Development Plan will be evaluated annually.

2. Any teacher who has received at least an effective rating on three consecutive year-end evaluations will be evaluated biennially. The biennial rotation will begin in the 2025-26 school year. The principal of each building will determine the group of teachers who will be evaluated in the 2025-26 school year, with the remaining group being evaluated in the 2026-27 school year.

3. A teacher scheduled for evaluation will be notified by the second Friday in September that they are on the rotation for evaluation and who their primary evaluator is for that year.

4. If concerns arise in teacher performance in a non-evaluation year, the administration may place the teacher on an IDP or complete a full evaluation. In this case, the teacher and EJEA will be notified of the concerns before the development of the IDP or the evaluation process.

B. TEACHER TRAINING

Within the first two (2) weeks of the school year, the district shall provide, during contractually scheduled professional development time, training to all teachers on the evaluation system.

C. TEACHER EVALUATION PROCESS

1. Self-Assessment:
   During a teacher's evaluation year, each teacher will complete their self-assessment of each rubric element of the evaluation tool and submit their self-assessment in PIVOT by the last Friday in September.

2. Goals:
   The teacher and Administrator will meet to discuss the self-evaluation, focus areas and student growth goals. They will collaboratively determine what evidence will be collected. The teacher will enter the focus areas and student growth goals into PIVOT, which will be finalized in PIVOT with administrator approval.

3. Individual Development Plans:
   Any probationary teacher or any teacher who has been rated less than effective in one or more rubric elements may be provided with an Individualized Development Plan (IDP) developed by the administrator in collaboration with the individual teacher. This will be completed by the last Friday in September, within four weeks of the teacher being hired, or within four weeks notification of being placed on an Individualized Development Plan.

4. Observations and Documentation:
   a. A minimum of two observations will be conducted as a part of each teacher's evaluation. One will be collaboratively scheduled in advance and one may be unannounced. Additional observations are permitted and may be announced or unannounced. Observations that will be a part of the year-end evaluation will last a minimum of 15 minutes but will generally last 20-40 minutes. The teacher shall provide a lesson plan 24 hours prior to the scheduled observation.
   b. There shall be a minimum of thirty (30) school days between observations that are utilized in a year-end evaluation for non-probationary teachers not on an IDP.

5. Post-Observation Meeting and Feedback:
   a. The administrator will provide feedback on the observation via Pivot under Notices and Wonderings on the lesson plan, state standard, and pupil engagement within seven (7) calendar days of the observation.
   b. The post-observation meeting can be in person or electronic via Pivot. Should a teacher choose the electronic meeting option, teachers must respond to the Notices and Wonderings in PIVOT within three (3) calendar days.
   c. The administrator will provide the final feedback within thirty (30) calendar days of the original observation.

6. Mid-Year Progress Reporting:
   a. Teachers who are in their first year of their probationary period or are on an IDP shall receive a midyear progress report. The midyear progress report must be used as a supplemental tool to gauge a teacher's improvement from the preceding school year and to assist a teacher to improve.

   b. The school administrator shall develop a written improvement plan, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached). It must include performance goals and any training needed and is designed to assist the teacher to improve the teacher's rating.

c. The midyear progress report must not take the place of a year-end evaluation. The written improvement plan will be located in PIVOT under meeting/PD completed by the last day of January.

7. Student Growth: 20% of the total evaluation will use student growth factors collaboratively determined between the teacher and the principal.
   a. Part of the student growth may be represented by a building aggregate score determined from state summative assessments (including M-STEP, NWEA, PSAT, SAT)
   b. Part of the student growth may be represented by two local assessment measures proposed by the teacher by the final Friday in September. The proposed assessments will be reviewed by the administrator, in consultation and mutual agreement with the teacher (determined by the administrator if agreement cannot be reached)
   c. Student growth data omission for individual students may be approved by the principal if the student has missed a minimum of 1/6 of the scheduled school days or if there are other extenuating circumstances identified by the teacher and approved by the administration.

8. Final Evaluation Rating:
   Student growth data shall be submitted to the administrator 24 hours in advance of the year-end evaluation meeting.

   The teacher shall prepare a self-assessment using the 5D+ rubric to present at the meeting.

   A year-end evaluation will be provided to the teacher at least three days prior to the last day of school. The final designation will be given based on the scores.

FINAL EFFECTIVENESS RATING SCALE	
0-1.99	Needing Support
2-2.79	Developing
2.8-4.0	Effective

ARTICLE 23
BINDING EFFECTIVE AGREEMENT

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

ARTICLE 24
DURATION OF AGREEMENT

This Agreement shall be effective upon the later of ratification by the parties or July 1, 2025 and shall continue in full effect until June 30, 2028 with option for an appeal by both the Board and the Association to negotiate specific sections if approved by mutual agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

EAST JACKSON BOARD OF EDUCATION

Jan Maino, Board President

Jeff Punches, Superintendent

8-11-2025
Date

JACKSON COUNTY EDUCATION ASSOCIATION, MEA/NEA

Jason Smith, East Jackson EA

Marc Daly, East Jackson EA

Milt Rehberg, MEA UniServ Director

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2. Salary scale
   a. 2025-26 – 3.0% increase on all steps and lanes except MA 30 steps 6-14. MA 30 Lane steps 6-14 increased so the difference from new MA lane and the new MA 30 lane is $1500 on each step 6-14.
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3. Hard cap to 100% over three years (97% in 2026, 98.5% in 2027, 100% in 2028)

LETTER OF AGREEMENT
BETWEEN
EAST JACKSON COMMUNITY SCHOOLS
AND THE
EAST JACKSON EDUCATION ASSOCIATION
APRIL 2026

RE: 27l(2) Distribution of Allocated Funds

This Letter of Agreement is made by and between the East Jackson Community Schools and the East Jackson Education Association concerning The State of Michigan budget section 27l(2) has allocated funds to the district to increase compensation for educators in the district. All payments to educators made by the district with funds allocated under 27l(2) shall be in addition to any existing compensation negotiated in a collective bargaining agreement.

DISTRIBUTION OF THE FUNDS:

a. The allocation will be divided as follows:
   - Full-time employees will receive nine hundred dollars ($900)
   - Part-time employees will receive four hundred and fifty dollars ($450)

b. To be eligible, an employee must be considered an active employee hired prior to February 1, 2026.

c. Each employee will have the following options for distribution:

   - Paycheck
   - HSA
   - 403 (b)

d. The payment shall be made to eligible employees on the June 8, 2026 special payroll.

This Agreement is non-precedent setting and contains the entire understanding between the parties and cannot be added to, changed, deleted from, and/or, in any other way, modified without further written agreement between the parties.

East Jackson Community Schools

Jeff Punches, Superintendent

5/13/26
Date

East Jackson Education Association

Jason Smith, EJEA President

5/13/26
Date

LETTER OF AGREEMENT

Alternative Salary Payment Schedule

This Letter of Agreement ("Agreement") is entered into by and between **East Jackson Community Schools** ("District") and the **East Jackson Education Association** ("Association") regarding an alternative salary payment schedule for an individual bargaining unit member.

1. Purpose

The purpose of this Agreement is to establish an alternative payment schedule for a bargaining unit member whose compensation will be distributed differently from the standard salary payment structure contained in the collective bargaining agreement.

This Agreement is intended to provide a mutually agreed-upon payment schedule while preserving the employee's full contractual salary entitlement.

2. Alternative Payment Schedule

For the 2026–2027 school year, the District and Association agree that **$15,000 of the employee's contractual salary** shall be paid over **eight (8) pay periods** beginning September 8, 2026, and concluding December 23, 2026.

The remaining balance of the employee's contractual salary for the 2026–2027 school year shall be distributed over **twelve (12) pay periods** beginning January 8, 2027, and concluding June 23, 2027.

The payment schedule shall be administered as follows:

Payment Dates	Number of Pays	Amount
September 8, 2026 – December 23, 2026	8	$15,000 total
January 8, 2027 – June 23, 2027	12	Remaining contractual salary
Total	**20**	**100% of contractual salary**

The District's payroll office will determine the specific payment amount for each pay period based upon the employee's total contractual salary and the schedule established by this Agreement.

3. No Reduction in Contractual Compensation

Nothing in this Agreement shall be interpreted as reducing, increasing, or otherwise modifying the employee's total contractual salary for the 2026–2027 school year.

The employee shall remain entitled to **100% of the salary established by the employee's individual contract and the applicable collective bargaining agreement**. This Agreement modifies only the timing and distribution of salary payments.

4. Benefits and Other Contractual Provisions

Except for the modification to the salary payment schedule expressly identified in this Agreement, all other provisions of the applicable collective bargaining agreement and the employee's individual employment contract shall remain unchanged and in full force and effect.

Benefits, deductions and other payroll-related matters shall continue to be administered in accordance with applicable law, the collective bargaining agreement, and District policies.

5. Limited Scope

This Agreement applies only to the specific employee and the 2026–2027 school year identified herein. It shall not establish a precedent or past practice for other bargaining unit members or future salary payment arrangements.

6. Entire Agreement

This Agreement represents the complete understanding between the District and the Association regarding the alternative salary payment schedule described herein. No modification to this Agreement shall be effective unless agreed to in writing and signed by authorized representatives of both parties.

7. Effective Date

This Agreement shall become effective upon execution by authorized representatives of the District and the Association and shall remain in effect through June 23, 2027, unless otherwise agreed to in writing by both parties.

AGREED AND ACCEPTED

EAST JACKSON COMMUNITY SCHOOLS

By: _____
Superintendent

Date: 8-28-26

EAST JACKSON EDUCATION ASSOCIATION

By: _____
Association President

Date: 8/26/24

Bargaining Unit Member

By: Dawn Knight
Employee

Date: 8-28-24