

**PROFESSIONAL NEGOTIATIONS AGREEMENT**  
**between**  
**THE JACKSON PUBLIC SCHOOLS**  
**Of Jackson County, Michigan**  
**and**  
**THE JACKSON EDUCATION ASSOCIATION**

The Agreement is entered into this 26<sup>th</sup> day of August, 2009, by and between the Jackson Public Schools, Jackson County, Michigan, hereinafter called the "Board," or the "District," and the Jackson Education Association, a voluntary, Michigan Corporation, hereinafter called the "Association," or "JEA," affiliated with the Michigan Education Association, hereinafter called the "MEA," the National Education Association, hereinafter called the "NEA," and the Jackson County Education Association, hereinafter called "JCEA." The signatories shall be the sole parties to this Agreement.

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Jackson is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the members of the teaching profession are particularly qualified to assist in formulating policies and programs designed to improve educational standards, and

Whereas, the Board functions within the powers and duties delegated by state law and is solely responsible for the adoption of policy, and

Whereas, the Board has a statutory obligation, pursuant to Act 379 of the Michigan Public Acts of 1965, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

Whereas, the parties, following extended and deliberate professional negotiations, have reached certain understandings which they desire to memorialize, it is hereby agreed as follows:

**ARTICLE I – RECOGNITION**

- A. The Board hereby recognizes the Association as the sole and exclusive bargaining representative as defined in Section Eleven (11) of the Act 379, Public Acts of 1965, for all professional, certificated, and/or licensed personnel, including personnel on tenure, probation, classroom teachers, adult education teachers, driver education, counselors, librarians, school psychologist and social workers, speech, teachers of the homebound or hospitalized, health and human services coordinator and substitute teachers who were employed in one (1) specific teaching position for more than sixty (60) days during the previous school year or during the current school year, employed or to be employed by the Board, whether or not assigned to a public school building. Such representation shall include all personnel assigned to newly created professional positions. Such representation shall exclude substitutes who were not employed for at least sixty (60) days of service in one (1) specific teaching position during the previous school year or during the current school year and administrative and supervisory employees, as defined

in Section Eleven (11) of Act 379, Public Acts of 1965. Such representation shall include all personnel who work fifty percent (50%) or more of their time in teaching as defined above.

- B. The term “teacher” when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit as above defined. The Board will identify whether a new position is in the bargaining unit and, if so, the bargaining unit to which the position is assigned.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association with respect to teachers covered by this Agreement for the duration of this Agreement.

## **ARTICLE II – ASSOCIATION RIGHTS**

- A. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965, and to all applicable laws and statutes pertaining to teachers’ rights and responsibilities.
- B. The Association and its members shall have the exclusive right to use school facilities for meetings upon approval of the building administrator of the buildings to be used as long as such meetings do not interfere with the regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use will be subject to the approval of the Superintendent of Schools or designee with requests in writing in advance and subject to the following limitation plus regular scheduling procedures.

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

- C. Exclusive bulletin board space in each building, conveniently located and other established media of communication, including all current technology and e-mail pursuant to Board policy, shall be made available to the Association and its members. School messenger service shall include the Association office as one of its regularly scheduled pickup and delivery points.
- D. The Association shall have the right to use school facilities and equipment, including typewriters, other duplicating equipment, calculating machines, data processing equipment used in teaching aids, and all materials and supplies incident to such use.
- E. During each school year, the Association shall be allowed one hundred (100) released teacher work days for Association business, such as: a) meetings of JEA governance or various governance functions of organizations with which the Association is affiliated, b) teacher training workshops, conferences, or seminars, or c) to represent employee groups in bargaining or grievance processing on behalf of affiliated organizations in the school district. None of such days may be used for direct, demonstrative support in labor disputes. After the Board has hired substitute teachers for forty (40) work days as a result of JEA members’ release from their work day under this provision, the Association shall reimburse the District the cost of the substitute for all further released days.

The Association shall notify the Board in writing two (2) days in advance, except in case of emergency, of teacher absences for Association business.

Effective July 1, 2009, the released teacher work days for Association business shall be increased to 100.

- F. To demonstrate the Board's support of the democratic process and its interest in better education the Board agrees to provide:
1. Five (5) days per school year leave with pay to those individuals who are duly elected local, political office holders such as city commissioners or members of the county board of commissioners. The teacher will pay the cost of the substitute.
  2. Three (3) days per school year leave with pay for those teachers who are duly elected office holders in state and national professional, educational organizations, and an additional two (2) days, the teacher paying the cost of the substitute, if needed.
- G. The Board agrees to make available to the Association in response to written requests from time to time, available information which the Association requires, to administer this Agreement and to formulate contract proposals.
- H. The JEA President shall have half-time release except he/she shall perform the duties for three (3) classes or three (3) hours per day of mutually agreed duties to work with the Administration. The JEA President shall have one (1) overload hour or one (1) release hour and two (2) conference periods per day to conduct Association business. The only restrictions on the Association President's activities shall be that such released time shall not be used for active, demonstrative support of labor disputes. The JEA President shall elect whether to teach classes or perform mutually agreed upon duties.
- I. If a JEA member becomes President of JCEA, such teacher shall be released upon request of JCEA. JCEA will reimburse the Board for the full cost of the salary and fringe benefits equal to the portion of the teacher's day from which the teacher is released.
- J. The Association shall be duly advised by the Board of proposed changes in millage and bond programs affecting the District and the Association shall have the opportunity in advance to consult with the Board with respect thereto prior to general publication.
- K. The Board and the Association agree that the private life of a teacher is his/her own affair unless his/her conduct should adversely affect his/her relationship with students or the discharge of his/her teaching and other school related duties.
- L. Neither party shall unlawfully discriminate against any employee because of the employee's race, creed, religion, ethnic group, national origin, age, sex, marital status, height, weight, non-job interfering disability or arrest record.
- M. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property at all times, provided that this shall not interfere with nor interrupt student instruction or counseling.

Such representative shall notify the school office personnel of his/her presence in the building.

- N. The Board will provide adequate facilities for all buildings in the school district. Such facilities will include, at a minimum, adequate provisions for lunchroom, building identification, restroom, lavatory, lounge, and paved designated, off-street parking facilities exclusively for teacher use and intercom systems in all secondary buildings.
- O. Nothing contained herein shall be construed to deny or restrict to any teacher, rights he/she may have under the Michigan General School Laws, General Laws of the State of Michigan and the United States as well as the Constitution of the State of Michigan and the United States. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

### **ARTICLE III – RIGHTS OF THE BOARD**

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

- A. To provide executive management and administrative control of the system and its properties and facilities, and the activities of its employees;
- B. To hire all employees and, subject to the provision of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotions, and to promote, transfer, and assign all such employees;
- C. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
- D. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature;
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and Public Act 379, and then only to the extent such specific and express terms thereof, are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the Michigan General School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

## ARTICLE IV – MEMBERSHIP, FEES AND PAYROLL DEDUCTIONS

- A. All teachers as a condition of continued employment shall within thirty (30) days from the commencement of teaching duties (for substitutes after entry in the bargaining unit) either:
1. Join the Association and sign and deliver to the Board an assignment authorizing deduction of membership dues and assessments of the Association (including the National, Michigan and Jackson County Education Association), which authorization (see Appendix D) shall continue in effect from year to year unless revoked in writing between August 1 and August 31 of a given year, or
  2. Pay a service fee to the Association in an amount determined as appropriate under the MEA Policy and Procedures Regarding Objections to Political Ideological Expenditures, provided, however, that the teacher may authorize payroll deduction for such fee in the same manner as provided in paragraph A-1 of this Article. In the event that a teacher shall not pay the service fee directly to the Association or authorize payment through payroll deductions, the Board shall, pursuant to MCLA 408.477; MSA 17.277(7) and at the request of the Association, deduct the service fee from the teacher's wages and remit same to the Association.
- B. The Association agrees promptly to advise the Board of all members of the bargaining unit who have not fulfilled the provisions of paragraph A above and to furnish any other information needed by the Board to fulfill the provisions of this Article. The Board agrees promptly to advise the Association of all additions, deletions, or change in status of members of the bargaining unit.
- C.
1. Authorized deduction of membership dues, assessments, or service fees for all teachers except substitutes shall be made from each paycheck each month for twenty (20) pays beginning with the second paycheck in September and ending in June of each year, and the Board agrees to remit after each pay period to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board will not be responsible for incorrect deductions.
  2. Authorized deduction of membership dues, assessments, or service fees for substitutes shall be made from each day's pay beginning with the first day of work after entry in the bargaining unit. The Board agrees to remit after each pay period to the Association all monies so deducted, accompanied by a list of teachers from whom the deductions have been made. The Board will not be responsible for incorrect deductions.
- D. The Board shall also make payroll deduction upon written authorization from teachers for deductions as listed in Appendix D or any other plans or programs jointly approved by the Association and the Board.
- E. The Association shall indemnify and hold the Board harmless against any and all claims or liabilities, including unemployment compensation, court costs and attorney fees that arise out of the Employer's compliance with the provisions of this Article.

- F. In any case in which a teacher's service fee is deducted under the provisions of paragraph A-2 as above, the Association agrees to pay the expenses so incurred by the Board should the claimant be awarded damages by a court of final jurisdiction.

## **ARTICLE V – TEACHING HOURS AND CLASS LOAD**

- A. The beginning and end of a teacher's school day shall be the same as the student day except as provided in the school calendar.
- B.
1. The weekly load in the junior/middle and senior high schools will not exceed twenty-five (25) teaching periods and five (5) unassigned preparation or conference periods and a homeroom. Alternatively, the weekly load in the junior/middle school will not exceed twenty-five (25) teaching periods, five (5) team planning periods, five (5) unassigned preparation and conference periods and a home room. Total required pupil contact will not exceed twenty-five (25) hours per week. Special interest classes, which meet on regular school hours, no more than once a week, will be exempt from the maximum number of pupil contacts.
  2. The purpose of an unassigned preparation and conference period is for the teacher to meet with or contact parents or students and attend to other responsibilities pertinent to the teacher's assignment. Preparation/conference time may not be used for personal activities without administrative approval.
  3. A plan for between classes supervision by teachers will be developed by the building administrator and the school building committee.
  4. The junior/middle school teaching staff (bargaining unit members) may by seventy-five percent (75%) or more positive vote, elect to schedule a seven (7) period day, modular schedule or other arrangement of their design or choosing. This decision will be reviewed annually by the staff. If the staff determines to follow such a revised scheduling plan, total pupil contact time per week shall not exceed twenty-five (25) hours and the number of pupil contacts shall not exceed those set forth in Article VI, A 2 and 3 on a weekly basis (daily limit x 5).
  5. Pupil contact will include only teaching periods and homeroom. However, assignment to a supervised study hall and/or other assigned non-teaching duties, shall be considered a teaching period for the purposes of this Article.
  6. The weekly teaching load in elementary school will not exceed twenty-eight (28) hours and twenty-five (25) minutes of pupil contact per week. In addition, elementary teachers may use for preparation and conference all time during which their classes are receiving instruction from various certified teaching specialists.
  7. All elementary (K-6) teachers shall be guaranteed an average of two hundred (200) minutes per week of unassigned, released preparation time during which their students are receiving instruction from other specialized certified teachers. Averaging of this time shall not be for longer than a period of two (2) weeks. The

curriculum content of the specials will be determined jointly by the respective School Improvement Teams, the Superintendent, and the Deputy Superintendent for Student Programming.

8. Released time necessary for supplemental assignments in the Jackson Public Schools must be compensated with an equal amount of time by the teacher within the building of his/her regular assignment for that day.
- C. All teachers will have a duty-free, uninterrupted lunch period of equivalent length to that of their pupils but in no case shall such lunch period be less than twenty-five (25) minutes nor more than fifty-five (55) minutes.
- D. Teachers hired before August 26, 2009, whose assignments are not defined by Article V.B., such as counselors, teacher consultants, speech therapists, psychologists, instructional specialists, school social workers and school nurses, shall be scheduled by their supervisors. Their working hours shall not exceed the equivalent of those specified in Article V.B.

Such non-classroom teachers hired after August 26, 2009, shall also be scheduled by their supervisors. Their working hours shall not exceed seven and one-half (7 1/2) hours including a thirty (30) minute lunch and they shall have the same start time as other teaching staff. Such teachers shall not have a scheduled preparation or conference period.

Non-classroom teachers may apply for supervisor approval of a flex schedule in order for them to bid on extra duty assignments or for other reasons. Such approval will not be unreasonably withheld.

- E. Elementary teachers will be provided a fifteen (15) minute relief period, both morning and afternoon, each day. In no case will a teacher be required to perform recess duty. It is understood between the parties that individual elementary building staffs may determine to alter the relief/recess schedules consistent with building needs; however, in no case shall the relief/recess periods total less than one-half (1/2) hour per day. Each building, however, may choose to have recess, in which case, a teacher may voluntarily choose to do recess.
- F. The Board and the Association agree that professional supervisory responsibilities (i.e., chaperoning, sports events, clubs) in the school buildings and at school functions shall be shared among the teachers on a voluntary basis. Rates of pay shall be equitably established by the administration on a consistent basis for all secondary schools. Pay shall be made to the teacher no later than the next payroll date.
- G. Attendance at necessary staff, departmental, or grade level meetings which are held outside the regular school day shall be categorized as follows and shall be subject to the following stipulations:
  1. The building administrator shall call necessary regular building staff, departmental, or grade level meetings. Notification of such meetings shall be given at least forty-eight (48) hours in advance unless there are unusual circumstances. Teacher attendance shall be required unless excused by the building administrator or supervisor. Such meetings shall not exceed fourteen

(14) meetings per school year and not more than two (2) meetings per month, shall not last more than one (1) hour, and shall be held immediately before or after the regular school day.

2. Special staff meetings may be called for special purposes when the agenda, time, and duration (no more than two [2] hours) are previously agreed upon by the building administrator and school building committee. Attendance by teachers shall be required unless excused by the building administrator or supervisor. When such meetings are held in the evening (after 5 o'clock), it is understood that teachers may have legitimate previous commitments which may preclude attendance. In such personal schedule conflict situations, teachers who must be absent will inform the building administrator or supervisor as soon as possible of the reason for his/her absence.

3. **Open House Functions**

- a. Evening open house/conference functions shall be limited in number to three (3) events per school year at the elementary level and two (2) such events per school year at the secondary level.
  - b. Each School Building Committee will determine the format for each function.
  - c. Staff participation at these functions shall be voluntary except for one (1) open house function, which shall be required.
  - d. One-half (1/2) day of compensatory time will be provided to participants at evening school functions.
  - e. Those teachers who do not participate in these functions will work the normal work day hours on the day participants receive their compensatory time.
  - f. No teacher shall be evaluated on the basis of his/her participation or lack of participation in these functions.
  - g. Any additional open house/conference, beyond the one required function, will be sponsored and promoted as a joint JEA and JPS event.
- H. When master schedules for teaching specialists are constructed before school, it shall be done so that as few conflicts as possible occur between teaching schedules of specialists and parent-teacher conferences. Whenever possible, in-service days will be alternated so that the same pupils and teacher will not miss their use of teaching specialists during these days (i.e., using every day of the week).
  - I. Split kindergarten classes will be eliminated where possible but, when such occur, teacher aide time will be provided to the kindergarten teacher so assigned in the amount of five (5) hours per week per such split teacher assignment.
  - J. If possible, the Board will establish the starting time of all students' day before 9:00 a.m. There shall be no establishment of uniform elementary school starting times throughout



the District. The building administrator of each elementary school shall have the authority to revise the starting time of his/her school to an earlier time provided that such revision is practical when considered in light of the actual arrival time of students assigned to that school.

- K. Recognizing that quality in-service programs are conducive to more effective education and are a valuable aspect of the on-going educational program, the Board and the Association agree to plan and execute no fewer than the equivalent of three (3) full in-service days each school year. District-wide in-service days shall be identified on the school calendar prior to the opening of school. In-service shall be directly related to the building school improvement and District plans. The Board and the Association may mutually agree to cancel the District-wide in-service.

Both parties shall share the cost.

## **ARTICLE VI – TEACHING CONDITIONS**

The parties recognize that optimum school facilities for both student and teacher are desirable to ensure the high quality of education that is 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 and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

- A. Because the pupil-teacher ratio is an important aspect of an effective education program, the parties agree that class size shall be lowered to meet the following standards:

1. **Class Size – Elementary (Pre-K – 6)**

- a. Enrollment in preschool classes shall not exceed the State of Michigan guidelines.
- b. K: A maximum of 24.
- c. 1 and 2: A maximum of 25.
- d. 3: A maximum of 29.
- e. 4, 5 and 6: A maximum of 30.
- f. Class size limits in classrooms with elementary students of more than one (1) grade level shall be the smaller of those class sizes outlined in “a” through “e” above, except split classes with first or second graders shall have a maximum class size of twenty-four (24).
- g. Enrollments in early elementary special education classrooms for the mentally impaired will not exceed a maximum of twelve (12). Upper elementary classrooms for the mentally impaired will not exceed a maximum of fifteen (15).

- h. Enrollments in elementary Special Education (classrooms or workloads) shall not exceed the guidelines of the State of Michigan (including any waiver, but without regard to any annual deviations) except enrollments in the learning disabled program shall be subject to the following:
  - i. To determine the number of learning disabled classrooms in a year following a year when the State of Michigan guidelines are exceeded, the number of students at the end of the previous year will be divided by thirteen (13) and rounded to the next whole number.
  - ii. Additional enrollments in the learning disabled program beyond the guidelines shall not exceed ten percent (10%) of the number of learning disabled classrooms times the guidelines excluding deviations.
  - iii. To the extent practicable, overages beyond the guidelines will be equally distributed among the classrooms/workloads.
- i. If a general education elementary (K-6) classroom is one (1) student below the maximum, if all other classrooms at the same grade level are at or one (1) below the maximum, and if a special education student, who is counted as two (2), needs placement in a general education classroom, the class size maximum may be exceeded by one (1) student to accommodate the special education student. When this occurs, the overload language of Section E below applies.

**2. Class Size – Junior High / Middle School (7<sup>th</sup> and 8<sup>th</sup> Grades)**

- a. English, Math, Social Studies, Foreign Language, Drafting, Science and Biology: 155 students maximum per day.
- b. Keyboarding: 180 students maximum per day.
- c. Music: 230 students maximum per day.
- d. Physical Education: 230 students maximum per day.
- e. Industrial Arts: 135 students maximum per day.
- f. Remedial Reading: 75 students maximum per day.
- g. Art: 135 students maximum per day
- h. Special Education: 75 pupil hours maximum per day.
- i. Life Skills: 135 students maximum per day.
- j. Homeroom: 36 students maximum per day.

**3. Class Size – Senior High (9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> Grades)**

- a. Math, Social Studies, Foreign Language, Drafting, Science and Biology: 160 students maximum per day.
- b. Art: 135 students maximum per day.
- c. Life Skills: 135 students maximum per day.

- d. Special Education: 75 pupil hours maximum per day.
  - e. Physical Education: 230 students maximum per day.
  - f. Homeroom: 36 students maximum per day.
  - g. Industrial Arts: 135 students maximum per day.
  - h. Music: 230 students maximum per day.
  - i. Keyboarding: 180 students maximum per day.
  - j. Advanced Writing courses (i.e. advanced composition, research seminar, etc.): 125 students maximum per day.
  - k. English Levels 1-2: a maximum of 115 students per day and no more than 24 students per hour.
  - l. English Levels 3-4: a maximum of 28 students per class. (The number for English 3-4 is not subject to the conditions of Article VI-D below.)
4. A teaching station includes that area which safely allows a student to perform, with the necessary machines, materials, etc., the work required.

The number of teaching stations in a classroom in which hazardous equipment and materials, including fire and chemicals, are used and, a student's health and safety might be in jeopardy, shall be determined by the building administrator and the instructor of each room involved.

- B. No counselor will be assigned duties outside of counseling. The intent of the parties is that counselors shall be subject to the same kinds of "non-continuing" duty (see Article V-B) as all other members of the bargaining unit covered by this Contract.
- C. Libraries will be open for student use during all days of the regular school year.
- D. **Secondary Class Size** – Students will be equitably distributed among the various classes to which a secondary teacher is assigned. In no event will the number of students per class exceed the student maximum per day (see Article VI-A, 2-3) divided by five (5) plus ten percent (10%). Homeroom, special education and music will continue to be governed by the total student maximums only.
- E. **Temporary Overloads – The District may exceed the class size maximums subject to the following:**
  - 1. Elementary class size overloads shall be offered by seniority to the most senior teachers in the building teaching the grade level in which the overload exists unless special circumstances make the use of seniority impractical. To the extent practical, elementary and secondary class size overloads shall be evenly distributed among the teachers who are willing to accept the excess students.

2. No class shall exceed the limit without the teacher's approval and no class shall exceed the limit after the first four (4) weeks of school without the Association's approval. An overload in a special education class shall be considered approved by the Association to the extent of any annual deviation approved by the Michigan Department of Education.
3. After the first four (4) weeks of school, no elementary class shall exceed the limit by more than two (2) students.
4. Teachers shall be eligible for overload pay beginning with the sixth (6<sup>th</sup>) day of pupil attendance. Thereafter, elementary teachers shall receive twenty-five dollars (\$25.00) per day for each excess student and secondary teachers and elementary traveling teachers shall receive five dollars (\$5.00) per day per class for each excess student provided, however, that in no event shall overload compensation exceed twenty percent (20%) of the teacher's annual base salary.
5. For purposes of this provision, the class size maximum of a special education class shall be the greater of (a) any class size waiver granted by the Michigan Department of Education, or (b) the class size limit specified in this Agreement without regard to any annual deviation from the State of Michigan guidelines granted or approved by the Department of Education. Special Education teachers with class size overloads shall receive overload pay as set forth above in subparagraph 4.

**F. Class Size Relief Program**

1. For each school year of this Contract, the Board will provide twelve thousand five hundred dollars (\$12,500) for the secondary level, and twenty-five thousand dollars (\$25,000) for grades K-6 for class size relief subject to approval by the Professional Council.
2. Teachers shall fill out an Excessive Class Size Relief Application during the fourth (4<sup>th</sup>) full week of each semester and submit it to the Building Committee.
3. The Building Committee shall meet and prioritize the application prior to the end of the fifth (5<sup>th</sup>) full week of each semester.
4. Central Class Size Committee will comprise the present Class Size Committee.
5. The Building Committee shall have the applications to the Central Class Size Committee prior to the end of the sixth (6<sup>th</sup>) full week of each semester. None will be accepted after the Committee meets.
6. Central Class Size Committee shall approve the applications as soon as possible, but no later than the end of the seventh (7<sup>th</sup>) full week of each semester.
7. The Central Class Size Committee will also examine emergency applications the first (1<sup>st</sup>) week of interviewing grading periods.

8. It shall be the responsibility of the teacher to include in the application the type of relief desired and its cost.
9. Relief can be in the form of additional teaching materials, teacher aide time, scheduling adjustment, or substitute time.

G. **Elementary Teaching Specialists Working Conditions.** In addition to other relevant portions of this Agreement, the following provisions will apply to elementary teaching specialists (Art, Library, Music and Physical Education).

1. Elementary teaching specialists will meet annually with the Superintendent or his/her designee and the building administrators to establish satisfactory scheduling of their classes. This meeting will take place no later than the first (1<sup>st</sup>) week of school of each school year.
2. On days during which an elementary specialist is required by his/her schedule to travel between schools, one (1) less class will be scheduled. This travel time shall be thirty (30) minutes per building change.
3. A specialist's schedule of classes will begin no earlier than ten (10) minutes following the start of school and will end five (5) minutes prior to the end of the school day. Specialist's classes will be scheduled so that they begin no earlier than five (5) minutes after a scheduled recess for students involved or end no later than five (5) minutes before a scheduled recess for students involved.
4. There shall be no more than one (1) elementary class scheduled for art, library, music, physical education, or other scheduled elementary specials during a single period except as follows:
  - a. Two or more special education classes may be scheduled for a single period as long as the total number of students does not exceed twelve (12).
  - b. Special education classes/students may be mainstreamed with a regular education class, subject to the limitation in paragraph 6 below.
  - c. For a. and b. above, the classroom Teacher Assistant or Parapro, if any, will assist the Teaching Specialist during this time.
  - d. Two or more classes may be combined in a single period with the mutual consent of the Association and the Administration.
5. There shall be a minimum of five (5) minutes between each period of scheduled specialist instruction.
6. The elementary class size maximum set forth in "A" above may be exceeded by two (2) when an elementary classroom is with a teaching specialist.

## H. **Mainstreaming**

1. All students identified as eligible for special education services by an Individualized Education Planning Committee (IEPC) and integrated into a regular classroom shall receive the services as recommended by the IEPC.
2. For purposes of class size count at the elementary level, a special education student assigned to a regular classroom shall count as two (2) if the student spends ten (10) hours or more per week with any one (1) teacher; otherwise, the student shall be counted as one (1). For purposes of this provision a special education student shall be limited to physically impaired, mentally impaired, emotionally impaired, visually impaired, and hearing-impaired students. For purposes of class count at the secondary level (7-12), a special education student assigned to a regular classroom shall count as one (1).
3. Within each elementary or secondary building, special education students, assigned to the same grade level or course, shall be distributed among the grade level classes or course sections, as the case may be, so that the number of special education students assigned to any one (1) grade level class or course section shall not exceed by more than one (1) the number of special education students assigned to any other class or section of the same grade level or course. Learning disabled students will be distributed equally throughout the District, to the maximum extent possible.

Notwithstanding the above, special education students may be distributed so as to provide for “co-teaching” or any other similar approach to student instruction.

4. No student shall be removed from a classroom to meet class size limits as the result of a new identification of a special education student within that classroom after the opening day of school. However, when in such instance the classroom exceeds the allowable maximum size, no students will be added to the classroom nor shall students leaving the classroom be replaced until the classroom count is below the allowable maximum, including double count for identified special education students at the elementary level.
5. In those buildings where there are special education classes, a number of regular classroom student spaces will be reserved in anticipation of mainstream needs. At the elementary level, this number shall not exceed the number times two (2) or be less than the number times one point five (1.5) of identified special education students mainstreamed in that building as of May 1, of the preceding school year. At the secondary level, this number shall not exceed the number times two (2) or be less than the number times one point five (1.5) of identified special education students mainstreamed in the building as of December 15, for second semester courses and/or May 1, for first semester or full-year courses of the next year. A listing of the reserved spaces shall be communicated to the JEA President at the end of the semester.
6. Teachers may appeal the placement decisions of planning committees after at least a one (1) week trial period. Such appeals will result in the reconvening of the Planning Committee and a reconsideration of placement recommendations.

7. In case of appeal to either body (the IEPC or Class Size Committee) the situation will be reviewed and a decision rendered by the body to which the appeal is made within ten (10) school days of receipt of the appeal, unless such time limit is extended or waived by the appealing teacher.

8. **Co-Teaching Instruction between Regular and Special Education**

**In general:** "Co-teaching" is having a special education teacher go into a regular education classroom on a regularly scheduled basis to instruct or share in teaching duties, for an average of one (1) hour per school day.

Teacher participation in co-teaching is voluntary.

- a. The opportunity to participate in a co-teaching arrangement shall be posted in the building for five (5) days.
  - b. The posting will include the grade and/or subject, name of the special education teacher, and the number of special education-regular co-teaching positions in the building.
  - c. Regular education teachers interested in co-teaching with a special education teacher should apply, in writing, to the building principal, within the posted dates.
  - d. The principal will identify the most senior appropriate applicant and pair that applicant with the special education teacher.
  - e. Upon request, the principal will state, in writing, the reason(s) why the most senior applicant(s) was not identified.
  - f. These two (2) teachers will then make a good faith effort to reach agreement on the terms of the co-teaching partnership within five (5) days.
  - g. If the teachers are unable to reach agreement, the co-teaching opportunity will then be offered to the next most senior appropriate applicant. This teacher will then have the opportunity to establish a partnership with the special education teacher.
  - h. Partnership's duration shall be for one (1) year. A copy of the partnership agreement will be provided to the JEA, the principal, and the special education director. The voluntary partnership may be extended on an annual basis.
- I. The parties shall confer from time to time for the purpose of improving the selection and use of all educational tools, and the Board shall promptly implement all written agreements thereon made by its representative and the Association. Equipment and supplies will be delivered to the teachers within fourteen (14) calendar days of the time the teacher sends the requisition, if such supplies and equipment are items in stock.

Notice of denial of requisition or notice of order will be sent to the teacher within fourteen (14) calendar days.

- J. The Board and the Association mutually recognize the importance of continuous use of adequate teaching reference materials in maintaining a high level of professional performance. In furtherance of that recognition, the Board shall provide a teacher reference library in each school in the District and include therein professional materials, which are reasonably requested by the teachers of that school.
- K. The Board agrees to make available and to maintain in each school, adequate instructional supplies to aid teachers in the preparation of instructional materials. Such materials shall be available to all traveling teachers in buildings where they work. In cases where it is necessary for the teacher to shop for teaching supplies, petty cash funds will be provided in advance for this purpose. Conference and preparation time shall be available for use by teachers for securing these supplies with prior approval by the building administrator. Such approval shall not be unreasonably withheld.
- L. The Board agrees to keep the school adequately equipped, supplied and maintained. Those supplies and facilities normally available for special education itinerant teachers will be provided as appropriate and applicable. Reasonable clerical assistance will be provided to assist teachers in the preparation of instructional materials.

When reasonable, the following shall be provided, but the list is not intended to be inclusive:

1. Proper laundering service for gym uniforms for physical education teachers, smocks for art and home economics teachers, laboratory coats for laboratory science teachers, and shop coats for vocational and industrial education teachers, without charge to the teachers.
2. Suitable closet space with lock for each teacher to store coats, overshoes and personal articles.
3. Adequate chalk board space in every classroom, as well as a teacher's desk, where appropriate.
4. Copies, exclusively for each teacher's use, of all texts used in each of the courses he/she is to teach. This will be a teacher's edition when available. The building administration will determine which teachers are in need of a copy of their course curriculum and it shall be provided to those teachers as soon as possible. An online copy of all District curricula shall be made available on the District website.
5. Adequate seating for each child assigned to the classroom (one [1] for each child).
6. A quiet, well-lighted and adequately heated classroom.



Special education teachers shall be provided the following where appropriate:

1. A well-lighted and ventilated room with a table, adequate number of chairs, a blackboard, a bulletin board, shelf space, wastebasket and mirror. The room shall be a quiet and uninterrupted place in which to teach.
  2. Notification will be made of all faculty meetings, all IEPC's, etc., and school events through mailboxes assigned to the special education teachers.
  3. Special education teachers shall have access to teaching materials, which are available to building staff. This would include construction paper, crayons, tacks, staplers, tape, paint, paste, tablet paper, scissors, etc.
  4. Itinerant teachers shall submit a list of required teaching materials for their program to the administrator of the buildings which they regularly serve.
- M. Private phone facilities, not connected to other telephone lines, in all buildings shall be made available to teachers for their reasonable use.
- N. Yearly passes covering all athletic events shall be made available to teachers and their spouses for the high school. A written request along with one dollar (\$1.00) per pass shall be sent to the high school Athletic Director within two (2) weeks of the start of school. Such passes cover the one (1) person only and are not transferable.
- O. The nature and responsibility of a teacher's assignment requires a certain portion of preparatory work to be performed at home. Space and furniture necessary for such homework and their upkeep are the responsibility of the teacher whose assignment requires such equipment and/or space.
- P. At the request of the Association, or on the Board's initiative, arrangements shall be made for after-school courses, workshops, conferences, and programs designed to improve the quality of instruction. Attendance of teachers at said meeting will not be mandatory.
- Q. School Improvement Plans**
1. "SIP" as used in this Article shall mean a school improvement plan as provided in Section 1277 of Revised School Code or similar plans, programs or processes such as "school improvement teams," and any "outcome-based school committees."
  2. The provisions contained in this Article shall apply to all school improvement plans (SIP) as provided in Section 1277 of Revised School Code as well as any other SIP as defined by Section Q-1 above.
  3. Wages, fringe benefits, individual teacher performance, and contract grievances are not the domain of SIP committee. When a SIP desires addition, changes or deletions to wages, hours, and other terms and conditions of employment, it may bring the proposal to the Professional Council.

4. In the event any provision of SIP or application thereof violates, contradicts, or is inconsistent with this Collective Bargaining Agreement, the Collective Bargaining Agreement shall prevail.
5. SIP committee decisions shall be determined by a vote of the committee members.
6. The SIP committee shall put proposed plans to a vote within the building to determine adoption of plans or programs. The plan, if adopted, shall not be contrary to Board policies/procedures or the Innovative Program language of this Collective Bargaining Agreement.
7. Copies of all building level school improvement plans, reports and recommendations shall be provided to the Association President, Grievance Chair, and UniServ Director by the Superintendent prior to any implementation.
8. The conditions, which follow, shall govern employee participation in any and all plans, programs or projects included in the term "SIP."
  - a. Participation by the employee is voluntary.
  - b. An employee's willingness to participate or not participate shall not be used as a criterion for negative evaluation, discipline or discharge.

**R. Service to Students who are Medically Fragile**

1. The parties acknowledge that the placement of students who are medically fragile in a least restrictive environment is legally mandated. It is also recognized that the education program and services are determined by the Individual Education Planning Committee (IEPC).
2. Any bargaining unit member who is teaching or providing services to a student who is medically fragile shall be invited to participate in the IEPC meetings. Invitation to such meetings will be with two (2) days' notice. Unless directed to attend by the District, or required by law, the member may elect not to attend.
3. If any bargaining unit member, in writing, advises the Board of a reasonable basis to believe that a current Individual Educational Planning Committee (IEPC) report of a student who is medically fragile is not meeting the student's unique needs as required by law, the District shall forthwith call an IEPC. The member so advising the District shall be invited to, and will attend, the IEPC.
4. The Board agrees to bargain over the issues related to delivering services to the student who is medically fragile.
5. No bargaining unit member, without prior training, except a school nurse, shall be required to provide school health services for any student who is medically fragile.
6. Prior to beginning instructional services for students who are medically fragile, the District will identify the primary person(s) responsible for providing health

services and the person(s) who will provide such services in the absence of the primary provider(s).

## ARTICLE VII – PROFESSIONAL QUALIFICATIONS AND ASSIGNMENTS

- A. All teachers shall be given written notice of their subjects and/or grade assignments for the forthcoming year no later than the close of the preceding school year. Adult Education teachers will receive this notice in August prior to the opening of school. In the event that changes in such assignments are necessary, all teachers affected shall be consulted promptly or notified by registered mail. In the event such change comes within sixty (60) days of the start of the ensuing school year, the teacher may resign from the District without penalty to his/her tenure status or take advantage of regular transfer procedures as outlined in Article VIII-F.
- B. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory but shall be with the consent of the teacher.
- C. The term “qualified” when used in this Agreement shall have the following meaning:
1. **Grades Pre-K – 6:** Elementary Certification Plus
    - a. For grades Kindergarten, first and second only, listing on the Kindergarten, first and second grade eligibility roster compiled as provided in paragraph D of this Article VII; provided, however, that a teacher not listed on such eligibility roster will be considered qualified for a Kindergarten, first or second grade position if no teacher on the eligibility roster is assigned to the position; and
    - b. For elementary teachers assigned exclusively to arts, crafts, music, physical education, health, dramatics, science, reading, foreign language or mathematics, a minimum of twelve (12) semester hours in each of the subject(s) taught or one (1) or more full school year’s experience in teaching the subject exclusively at the elementary level within the last five (5) years.
  2. **Grades 7 and 8:** Certification for the grade level plus a minimum of twelve (12) semester hours in the subject(s) taught, or one (1) or more full school year’s experience in teaching the subject in grades 7 or 8 within the last five (5) years.
  3. **Grades 9-12:** Secondary certification in the subject area and North Central Association approved qualifications to teach the specific course so long as the Board is operating a high school which conforms to North Central Association standards.
  4. **Special Education:** Special education certification.
  5. **NCLB Core Subject Vacancies:** For purposes of filling vacancies in core subjects as defined in the No Child Left Behind Act, the term “qualified” includes “highly qualified” as that term is defined in the NCLB.

**D. Criteria for Kindergarten, First and Second Grade Roster Eligibility**

Any one (1) of the following three (3) criteria may be deemed appropriate for placement on the kindergarten, first and second grade teacher roster:

1. Masters or above in reading; or
2. Twelve (12) hours of reading course work chosen from the following list (Graduate or Undergraduate):
  - a. Basic Reading Techniques
  - b. Diagnosis of Reading Disabilities
  - c. Children's Literature
  - d. Linguistics
  - e. Practicum in Teaching Reading
  - f. Language Arts for Elementary Grades
  - g. Remedial Techniques; or
3. Six (6) hours of reading course work and a demonstration of knowledge or background in reading instruction. This can be done orally or in writing.

The established eligibility roster of K-2 teachers will form the pool of eligible applicants for K-2 District-Wide vacancies. If, in the case of a specific posted vacancy, no person from the eligibility roster applies, other applicants will be considered in accordance with this Agreement. This provision shall not operate to interfere with provisions of the Agreement relative to minority-staffing goals.

**E. Certification and Qualifications.** Except as specifically provided in this Agreement, no teacher shall be assigned to a position for which he/she is not certified and qualified.

1. A teacher may be assigned to a position for which he/she is not currently certified and qualified if such assignment is agreed to by the teacher and approved by the Professional Council.
2. A teacher, including a new hire, may be assigned to a position for which he/she is certified but not currently qualified if the Board is unable to fill the position with a teacher who is both certified and qualified or if a teacher bumps to a position to avoid layoff as provided in Article IX-C, 3.

**F. Minority Staffing Goals and Assignments.** The Board and the Association in recognition of the desirability of multi-ethnic representation on the teaching faculty, hereby declare a policy of actively seeking minority staff. The Board agrees to budget sufficient funds to finance recruitment consistent with this Article. An annual Affirmative Action Report will be presented to the Association through the Professional Council.

1. **Definition.** The term "minority" when used in this Agreement shall mean all persons classified as African American, Hispanic, Asian or Pacific Islander, Native American, or Alaskan Native.

2. **Goal.** The goal of this policy is to have at least the same percentage of minority staff representation as there is in the relevant labor market for teaching and other professional positions covered by this Agreement.
3. **Affirmative Action.** To meet this goal, the Board will actively seek, recruit and hire certified and qualified minority staff for vacancies in buildings and separate programs in which the goal has not been met. However, no teacher shall be hired for purposes of affirmative action if there are teachers on layoff who are certified and qualified to fill the vacancy. As a minimum, affirmative action shall require:
  - a. Informing state college teacher placement offices that the Board is especially interested in receiving applications from minority teachers.
  - b. Visiting colleges relative to interviewing and actively recruiting minority teachers.
  - c. Drawing upon the resources of the community relative to recruiting minority teachers, including enlisting the assistance of current teachers and administrators who have active contacts with teacher training institutions who annually graduate significant numbers of minority teachers.
  - d. Advertising and publicizing professional vacancies.
  - e. Using a recruitment resource the minority affairs division of the Michigan Education Association, the Association of Chicano College Administrations, minority student organizations at various colleges and universities, the Michigan Commission on Indian Affairs, the NAACP and the Urban League.
  - f. All current job postings will be sent to all members of the Employee Recruitment Committee.
4. **Course on Minority Groups**
  - a. Each new probationary teacher shall be required to participate in, or successfully complete for credit, an in-service course offered by the Board in the area of cultural heritage and history of minority groups in America. The course shall give special attention to the black, Spanish-speaking, Native American and Asian American. Included in the course shall be a review of current instructional practices and curriculum.
  - b. This course shall be offered by the Board at least once during the regular school year and shall be designed in such a way that one (1) semester hour of salary schedule credit, if desired, will be received by participants.
  - c. Teachers shall have the opportunity of taking the in-service course at no cost to themselves. The Board assumes no responsibility for payment of tuition or travel costs for teachers taking university or college credit courses.

- d. Tenure teachers shall also be encouraged to take a course of study on minority groups.
  - e. The in-service course will be evaluated and this evaluation will be reported to the Professional Council.
  - f. The course shall consist of no more than five (5) sessions.
5. The curriculum used in the school district shall reflect the multi-ethnic nature of our society. The curriculum shall reflect the contribution and achievements of minority groups in art, science, history, literature, and all life and culture should be apparent in the design of materials.
6. A joint review board shall be set up and charged with the responsibility for seeking multi-ethnic materials related to study units being taught.
- G. The cost of all physical or mental examinations, as may be requested by the Board for any purpose, except as required in Article X, Leaves of Absence, will be borne by the Board.

H. **Shared Assignments.**

1. With the advance written approval of the Board, two (2) bargaining unit members may at their option agree with the Board to share an assignment/position that otherwise would be performed/occupied by a single bargaining unit member. For the purpose of this paragraph, a shared assignment is either:
  - a. Working one (1) semester during the school year, either first semester or second semester.
  - b. Working each day, but less than a full day. In elementary assignments this would be teaching either morning or afternoon, while in secondary assignments it would mean having less than five (5) assigned instructional hours per day.
  - c. Working less than five (5) days per week.
2. During the period of a shared assignment, bargaining unit members remain subject to and may exercise options under the provisions of Article VIII. However, teachers may not voluntarily leave the shared assignment before the end of the year.
3. Each bargaining unit member participating in a shared assignment shall be granted a full year of seniority for the school year in which a shared assignment is in effect. Salary of bargaining unit members with shared assignments shall be prorated. For example:
  - a. Shared assignment of working one (1) semester = fifty percent (50%) of full salary.

- b. Shared assignment of working each day, morning or afternoon = fifty percent (50%) of full salary.
  - c. Shared assignment of working three (3) days per week = sixty percent (60%) of full salary.
- 4. Bargaining unit members working the first semester shall, commencing with the first semester, be paid during the first semester, or may, at his/her option be paid in twenty-one (21) or twenty-six (26) pays in the same manner as other bargaining unit members without shared assignments. Pay for bargaining unit members working the second semester will commence with the second semester and shall be paid during the balance of the school year and through the summer in the same manner as bargaining unit members without shared assignments. Bargaining unit members working a partial day or week shall be paid at the same time and the same manner as bargaining unit members without shared assignments.
- 5.
  - a. The Board shall provide the full amount of sick days and personal leave days to teachers in a shared time position, prorated for their portion of the day of the year. Each teacher shall be accorded the full amount of funeral leave. Annuity payments, if earned, will be paid at the same proration as salary.
  - b. The Board shall provide, at the option of the teachers in a job sharing assignment, with one (1) of the following:
    - (1) Full insurance benefits, with each teacher paying the prorated amount of their premiums; or
    - (2) Plan B, fully paid, for each teacher; or
    - (3) The dollar equivalent of the cost of full family coverage for all insurance, to be used to purchase insurance for the two (2) teachers.
  - c. The two (2) teachers shall notify Human Resources at least four (4) weeks before the start of school, as to how the insurance will be divided.
- 6. Bargaining unit members requesting shared assignments shall submit their request to the Board in writing by April 1<sup>st</sup> for shared assignments for the following full year. Requests that do not comply with this deadline may be considered at the option of the Board. The term of the shared assignment shall be for one (1) school year. Each request shall specify the following:
  - a. A schedule of the work times and responsibilities for the class.
  - b. A description of how the teaching responsibilities will be shared.
  - c. A description of the process and method of communication between students, parents, staff and administration.

- d. An acknowledgment by each teacher that he/she will be required to attend all staff meetings and parent-teacher conference days.
7. If Board approval is granted, a job sharing agreement shall be signed by the teachers and the Board incorporating the foregoing requirements. The agreement shall also permit the Board to terminate the shared assignment if such requirements are not met.
8. A bargaining unit member, at the end of his/her shared assignment, shall be returned to full time status if his/her seniority is sufficient to do so. The parties recognize that returning to full time status may necessitate the implementation of the bumping procedure as per Article IX. Participants in a job sharing program shall not be exempted from layoff because of the participation.
9. While the involved teachers may choose the assignment to be shared, it is expressly understood that the most senior teacher shall retain incumbent job rights and the junior shall be considered displaced subject to assignment to a comparable position upon dissolution of the shared assignment.
10. Teachers in a shared job shall attempt whenever possible to reciprocate substituting. Teachers substituting in the shared job shall be paid the District's regular substitute pay.

## **ARTICLE VIII – VACANCIES, PROMOTIONS AND TRANSFERS**

### **A. Definition of Vacancy**

1. A vacancy in the bargaining unit shall exist and will be posted for bid as provided herein when:
  - a. A new classification or job is created;
  - b. A teacher retires, dies or quits;
  - c. A teacher is discharged for just cause;
  - d. A teacher transfers to another position, or
  - e. A teacher is granted a leave of absence for one (1) school year or more;

Provided, however, a position is not a vacancy for purposes of this Agreement and is not required to be posted if it is eliminated by the transfer of students, or if a teacher displaced from the elementary building in which the position becomes available within the prior twelve (12) months and who is not laid off when the position becomes available, elects to fill the position. All such displaced elementary teachers who are certified and qualified for the available position shall be offered the position by written notice by seniority and they shall have three (3) days from their receipt of such offer to elect to fill such position.

2. When a vacancy occurs at an elementary building, teachers assigned to that building who are certified and qualified may fill the vacancy before it is posted District-wide.



3. When a vacancy occurs at a secondary building, internal building assignments may take place before any specific vacancy is identified; provided, however, that in making such internal building assignments no teacher shall be assigned more than two (2) classes in departments other than the department in which the teacher then has a majority of his/her class assignments. After such assignments, any specific vacancy shall be posted District-wide.

**B. Posting of Vacancies**

**1. During the School Year.**

- a. The Board shall not be required to post a vacancy occurring after the third Friday in August. Any such vacancy may be posted or be filled on a temporary basis as provided in b. below.
- b. Any vacancy occurring after the third Friday in August may, at the Board's option, either be posted in each school building for three (3) working days with a copy to the Association or be filled on a temporary basis for the remainder of the current school year with a teacher who has a valid Michigan certificate, or who can be fully qualified for such a certificate within ninety (90) days after employment. Exceptions to the foregoing will be made in the case of teachers in the vocational training programs for whom the Board can obtain an annual vocational authorization. In the event a teacher does not fulfill these requirements during the ninety (90) day period, the teacher's appointment may be voided and the teacher placed on layoff status.
- c. No vacancies which occur after the third Friday in August will be filled with day-to-day substitute teachers after the third Monday in September unless the District is unable to hire an acceptable certified and qualified permanent or temporary teacher to fill the vacancy after making a reasonable effort to do so. Upon request, the Board shall provide the Association with information about vacancies occurring after the Friday before school begins, including existing vacancies, efforts made to fill such vacancies and dates of interviews scheduled to fill the vacancies.
- d. Temporary assignments, if continued, shall be posted for the next school year.

**2. During the Summer Vacation.** Vacancies, which arise during the summer between the last and first days of school, shall also be posted for seven (7) days in each school building with a copy to the Association, but in addition, the following procedure will be followed:

- a. Teachers with specific interests in possible vacancies will notify Human Resources in writing of their specific interests and summer address during the last week of school. Such teachers shall be notified in writing by first class mail if any such vacancy occurs during the summer period.
- b. As an alternative, teachers, during the last week of school, may notify Human Resources in writing of their summer address and request

notification of all vacancies, which arise during the summer period. Such teachers shall be mailed copies of all vacancy postings, which are made during the summer period, by first class mail.

**C. Filling of Teaching Vacancies.**

1. The Board supports a policy of filling vacancies within the bargaining unit from its own staff, provided the applicant is certified and qualified. If there are two (2) or more applicants who are certified and qualified to fill a vacancy, it shall be filled by the applicant with the greatest seniority; provided, however, that if the vacancy is in a building or separate program in which the percentage of minority staff is less than the minimum acceptable racial balance standard as defined in Article VII, the vacancy shall be filled by the minority applicant with the greatest seniority who is certified and qualified to teach the position. (When the minimum acceptable racial balance standard is not being met, the position may be posted initially as a minority position.) If there is no minority staff applicant or person on the recall list who is certified and qualified to fill the vacancy, the Board will repost the position as a non-minority position provided posting is required by paragraph B, above. For purposes of filling vacancies in core subject positions as defined in the No Child Left Behind Act, the term "qualified" includes "highly qualified" as that term is defined in the No Child Left Behind Act."
2. If there is no applicant who is certified and qualified to fill the vacancy, the Board will attempt to fill the vacancy with a new hire minority person by written notice to the Association. The Board shall have four (4) weeks from the date of such notice to fill the vacancy in such manner. If the Board is unable to hire a minority person to fill the vacancy within the four (4) week period, the vacancy shall be filled by the best-qualified, non-minority applicant who is certified and qualified.
3. An applicant who accepts a teaching assignment shall be required to follow the designated educational program in that building, grouping or separate program which the other teachers in the building, grouping or program follow.
4. New special education teachers will be required to remain in the special education department for four (4) years.

**D. Filling of Supplementary Vacancies.**

1. The Board may fill coaching assignments (Appendix B-2, A and B) with the best qualified applicant as it determines and such assignments shall be at-will positions. The Board may fill vacancies in positions set forth in Appendix B-2, C, with the best-qualified applicant as it determines, but the selection of an applicant in such a position will be based on proficiency in the posted assignment. All other supplementary vacancies shall be filled with the most senior applicant who is qualified. Teachers in any supplemental assignment, other than an at-will coaching assignment, may only be terminated for just cause.
2. Supplementary contracts may be offered on a provisional basis that the Board may void the contract at any time for the following reasons:

- a. Insufficient student interest in the activity.
- b. Lack of funds.
- c. Position is abolished. If the position is abolished after the teacher has been on the job, he/she will be paid on a prorated basis for the time worked.
- d. A supplementary contract may be voided by a teacher given ten (10) school days' notice of his/her intent. Teachers taking such action relinquish any rights to that position for the balance of the school year concerned.

E. **Administrative and Supervisory Vacancies.** Any qualified teacher may apply for vacant administrative or supervisory positions. Following the opportunity for internal administrative unit transfers, the Board will give all due consideration to qualified applicants. A letter will be sent to each applicant informing him/her of the decision made after it is confirmed by the Board.

F. **Transfers**

1. **Initiated by the Teacher.**

- a. The teacher should notify his/her present building administrator or supervisor that a transfer is being initiated.
- b. A building administrator or supervisor may deny the transfer of the applicant to his/her building if the most recent professional evaluation is less than satisfactory. Such denial will be sent to the applicant in writing.
- c. Teachers shall be limited to the acceptance of one (1) such transfer per school year.

2. **Initiated by the Board.** The Board may initiate involuntary transfers of teachers in order to achieve acceptable racial balance standards as provided in Article VII.

3. **Exchange of Assignments.** Two (2) teachers in the bargaining unit may exchange assignments subject to the following:

- a. Teachers shall request permission to exchange assignments by notifying the Board by May 1<sup>st</sup> prior to the school year for which the exchange is desired.
- b. The Board shall notify all teachers who have more seniority than the junior teacher requesting the exchange and who are certified and qualified to teach the positions, to determine if they desire to replace a junior teacher requesting the exchange.
- c. The exchange between the two (2) senior teachers who are certified and qualified to teach the respective positions shall be subject to approval by

the Board. If the exchange is denied, a written denial shall be sent to the teachers with an explanation. Approval shall not be unreasonably withheld.

- d. Teachers who exchange assignments may not otherwise change position during the duration of the exchange.
- e. An exchange shall be terminated at the end of the school year, but teachers desiring exchanges during succeeding years may pursue the same process.
- f. If an exchange is approved, a written agreement shall be signed by the teachers involved, the President of the Association or designee, and a representative of the Board. The agreement shall state the length of the exchange, that the exchange is a temporary assignment, and shall provide that the teachers shall return to their permanent assignments at the end of the exchange.
- g. The permanent assignments of the teachers involved in such an exchange and the Board's right to make assignments will in no way be altered by the exchange.
- h. If either teacher leaves the school district before the expiration of the term of the exchange, the remaining teacher shall complete the term of the exchange and the vacant position shall be filled by the Board on a temporary assignment for the balance of the exchange.

## ARTICLE IX – LAYOFF AND RECALL

Whenever reductions of teachers are undertaken by the Board, it shall be done as follows:

- A. **Definitions.** The following terms, when used in this Agreement, shall have the following meanings:
  - 1. **Displaced Teacher.** Teacher without an assignment within a building or grouping upon completion of “Step 1 – Identification of Displaced Teachers,” or a teacher who has an assignment upon completion of Step 1, but is bumped under “Step 2 – Bumping,” or a teacher returning from an approved leave of absence as provided in Article X, E, 2.
  - 2. **Laid Off Teacher.** A teacher who receives a layoff notice pursuant to “Step 3 – Layoff.”
  - 3. **Last Teaching Assignment.**
    - a. **Elementary:** Grades Pre-K – 3 or grades 4 – 6.
    - b. **Grades 7-8:** One (1), or a combination of (i) general grades 7-8; (ii) or foreign language, vocal and instrumental music, library and vocational subjects (except for keyboarding).

- c. **Grades 9-12:** The teaching area, i.e., English, math, social studies, science, industrial arts, life skills, etc.

4. **Seniority.** Employee seniority shall be established as follows:

- a. An employee's seniority date shall be the employee's first day of employment as set forth in the employee's appointment letter.
- b. The seniority date for employees with the same first day of employment shall be determined by a drawing administered by the Human Resources Department.
- c. Seniority shall include credit for years from and after 1985-86, during which the teacher served as a Regular Adult Education Teacher as defined in Article XXVIII-B of the 2005-2007 PNA, for a full school year.

A Regular Adult Education Teacher is one who teaches twenty (20) or more hours per week of Adult Education credit courses.

- d. Teachers on unpaid leaves of absence of more than ten (10) days shall not accrue seniority while on such leave. Their seniority date shall be adjusted as provided in Article X-E, 4.
- e. A teacher shall continue to accrue seniority while on layoff except for purposes of recall as set forth in Article IX, E, 4. For purposes of recall, a teacher does not continue to accrue seniority while on layoff.
- f. Any teacher who transfers to an administrative or executive position for more than two (2) weeks and later returns to a teacher status shall be entitled to such rights as he/she would have had under this Agreement except that he/she shall not add to his/her seniority as a teacher while in such administrative or executive position and will not have Association dues deducted from his/her pay during such period. This provision applies to teachers who perform administrative or executive duties for more than two (2) weeks due to a vacancy or extended leave of absence of an administrator.
- g. Two (2) copies of the official seniority list of the District shall be provided each building/grouping and the JEA office by March 1<sup>st</sup> of each school year. Such list shall include a listing of the areas of eligibility/certification of each teacher.

**B. Step 1 – Identification of Displaced Teachers**

**1. Elementary**

- a. The District shall notify the administrator of a building or supervisor of a grouping of teachers, (i.e., TEAM leaders, art, music, physical education and various special education and vocational education subdivisions, etc.) that a reduction of teachers is to take place and of the number and

subject, grade level, or specialty type of teaching positions to be reduced within that building or grouping.

- b. The building administrator/supervisor shall then identify a number of teachers within that building/grouping equal to the reduction announced by the District. Such identification shall be of the lowest seniority teachers within that building/grouping.
- c. Senior teachers may volunteer to be identified as teachers without an assignment, and may by such act of volunteering, become displaced teachers. Only teachers who have been identified, as displaced teachers shall have a right to make use of the “bump” procedures outlined in later steps of this procedure.
- d. The building administrator/supervisor shall then determine whether or not the remaining teachers are certified and qualified to staff the positions kept active within the building/grouping. Such determination may involve the reassignment of teachers holding positions in the building/grouping; however, such reassignment shall honor, to the extent possible, the current assignments and aspirations of senior teachers within the building/grouping. In the course of assignment/reassignment within buildings necessary for carrying out this procedure, the District pledges that building administrators/supervisors will afford favored treatment to no teacher. The parties agree that, in the event of reduction of staff, the language of Article IX-B, will determine assignments of teachers within a building/grouping before the language of Article VIII is implemented.
- e. If it is not possible to staff the positions within a building/grouping with senior teachers, then and only then, may less senior teachers be assigned/reassigned to teaching positions within the building. Use of such less senior teachers shall be on a basis of seniority (the most senior receiving preference) and such assignment/reassignment of identified less senior teachers shall be kept to the lowest number possible.
- f. Teachers remaining without an assignment within a building/grouping when the provisions of a. through e. above have been completed shall be identified as displaced teachers.
- g. A teacher who has a minimum of fifteen (15) years seniority may declare him/herself unavailable for reassignment to all classes or subjects within an endorsement of the teacher’s certificate. Such declaration of ineligibility may be altered each school year but must be done with Human Resources on or before January 1 of the school year prior to when the alteration is to become effective.

## **2. Secondary**

### **a. In General**

- (1) The District shall notify the Association once it has determined that it will need to make displacements.

- (2) The overall objective of this process is to identify within each department the most senior, certified and qualified teachers to staff the classes and levels of instruction.
- (3) A teacher who has a minimum of fifteen (15) years seniority may declare himself/herself unavailable for reassignment to all classes or subjects within an endorsement of the teacher's certificate. Such declaration of ineligibility may be altered each school year but must be done with Human Resources on or before January 1, of the school year prior to when the alteration is to become effective.
- (4) Once the displacement process begins, internal department assignments will take place before any specific vacancy in that department is identified and posted.

**b. Process**

- (1) The District will first determine instructional needs based on program, student elections, and enrollments.
- (2) These instructional needs will be staffed with the most senior, qualified, and certified teachers within each department within each building. (Special Education, however, will be staffed as one [1] District-wide department.) This is a preliminary step subject to (3) below.
- (3) The District shall then make modifications in these assignments to staff departments with the most senior, certified, and qualified teachers.
- (4) Teachers may volunteer to be displaced if the reduction is to be from their department(s). If the number of volunteers exceeds the number of displacements, displacement status will be based on seniority. The total number of displacements in a department will not exceed the number of reductions required by the department.
- (5) Having followed the above, any teacher who does not have at least three (3) classes in the same departments from the previous year's assignment will be designated as displaced. The displaced teacher retains the option of taking the lesser assignment instead of proceeding to Step 2.
- (6) If it is not possible to staff the positions within a department with the senior teachers, then and only then, may less senior teachers be assigned/reassigned to teaching positions within the department. Use of such less senior teachers shall be based on seniority (the most senior receiving preference) and such assignment/reassignment of identified less senior teachers shall be kept to the lowest number possible.

- (7) A committee (two [2] administrators and two [2] JEA representatives) shall be formed to review Step 1 actions. The committee will meet prior to any final action on displacements to determine compliance with the process and make adjustments to insure compliance. Affected staff will then be advised of any changes in assignment. After completion of the bumping process, the committee will study remaining vacancies and recommend assignments for posting.

**C. Step 2 – Bumping**

1. Procedure for high seniority teachers (upper seventy percent [70%] excluding teachers on layoff).
  - a. As soon as a teacher is determined to be a displaced teacher, he/she shall receive notice of displacement and have his/her options explained to him/her. The displaced teacher shall exercise an option as expeditiously as possible, but in no event later than three (3) days after receipt of such notice.
  - b. A displaced teacher in the upper seventy percent (70%) of the teachers on the seniority list (excluding all teachers on layoff) may, by written notice to the Board, given within three (3) days (excluding weekends and holidays), after the teacher is notified of his/her displacement, elect to replace any teacher in the lower thirty percent (30%) of the teachers on the seniority list (excluding all teachers on layoff) for which the displaced teacher is certified and qualified. Such replacement may require the reassignment of teachers within a building or grouping. For purposes of this provision, the term “qualified” for core subject positions includes “highly qualified” as that term is defined in the No Child Left Behind Act.
  - c. If there is no position held by a teacher in the lower thirty percent (30%), which such displaced teacher desires, he/she may elect to replace the teacher with the least seniority assigned to a position in the area of the displaced teacher’s last teaching assignment provided the displaced teacher has more seniority than the teacher he/she elects to replace.
  - d. If such displaced teacher is unable to replace a junior teacher under “b.” or “c.” above, the displaced teacher may elect to replace the lowest seniority teacher who is teaching in a position for which the displaced teacher is certified and qualified, provided the displaced teacher has more seniority than the teacher he/she elects to replace.
2. Procedure for low seniority teachers (lower thirty percent [30%] excluding teachers on layoff).
  - a. A low seniority displaced teacher shall replace the lowest seniority teacher below him/her who is assigned to a position within the last teaching assignment of the displaced teachers.



- b. If Step 2-a, above does not result in the assignment of the displaced teacher to a position, the displaced teacher may replace the lowest seniority teacher below him/her who has an assignment for which the displaced teacher is certified and qualified.
- 3. A displaced teacher may bump to a position for which the teacher is certified but not qualified as defined in Article VII, if the following conditions are met:
  - a. The position to which the teacher bumps is either an elementary specialist position as defined in Article VII-C, 1-b, or a 7<sup>th</sup> or 8<sup>th</sup> grade position, except foreign language, vocal music, library, industrial arts, or life skills;
  - b. There is no such position (elementary specialists or 7<sup>th</sup> or 8<sup>th</sup> grade) for which the displaced teacher is certified and qualified to which the teacher can bump; and
  - c. If the displaced teacher is unable to bump to such position, he/she would be placed on layoff.
  - d. No teacher shall be allowed to bump into a position as defined by a-c above as long as the requirements of NCLB are in effect or the placement of the teacher in such a position would violate such requirements.
- 4.
  - a. In order to have the least disruptive effect on teachers and programs, the parties agree that as program/classes are reinstated, the original teacher in the class/program should be placed back into that class/program. This provision must have the class/program reinstated prior to the first day of school for the following school year to be in effect.
  - b. In the event that said total reinstatement is not possible, the parties agree to implement the reinstatement at its highest possible level. Bumping rights will continue to exist under the present contract language for those individuals so affected under the reinstated classes/programs.

**D. Step 3 – Layoff**

- 1. Any teacher who remains without an assignment after Steps 1 and 2 are followed shall be identified as laid off and shall be duly notified of same by the Board.
- 2.
  - a. Subject to “b” below, teachers hired before May 31<sup>st</sup> in the current regular school year shall be notified of layoff no later than May 31<sup>st</sup>. Teachers who are given such notice shall be entitled to all benefits which they would otherwise receive. Such layoff shall be effective the day before the first teacher work day of the following school year except insurance then in force shall continue through August 31<sup>st</sup>.
  - b. New Teachers hired on or after September 1<sup>st</sup> shall be subject to layoff during the first year of employment effective at the end of the first semester or later provided such teacher receives written notice of layoff on or before December 1<sup>st</sup> of the first year of employment.

3. In no event will the number of teachers given notice of layoff be greater than the number of positions to be eliminated. It is expressly understood that the Board may make a reasonable estimation of the positions to be eliminated based on available financial information at the time of the layoff and that it is within the Board's proper authority to reinstate eliminated positions at its discretion.

**E. Step 4 – Recall from Layoff**

1. As positions are reinstated or as they become vacant, teachers will be recalled to active employment with the Board in reverse order of layoff (the most senior laid off teacher being called back first), provided that such teacher is certified/qualified for the vacant position.
2. If the specific assignment of a laid off teacher is reinstated, and such teacher is the senior teacher on layoff status, such teacher may be recalled by withdrawing the layoff notice. Such action shall make posting of the vacancy unnecessary.
3. Teachers on layoff will lose their right to recall (a) when their layoff time exceeds their seniority time at the time of layoff, except the layoff time for a teacher on continuing tenure shall not be less than three (3) years, or (b) when they refuse recall, provided, however, a teacher may refuse recall during the school year if the teacher is enrolled in school or is under contract to teach in another school district and the teacher cannot be released from such contract. The Board may accept other legitimate reasons for a teacher refusing recall.
4. A teacher being recalled shall have five (5) days to notify the Board of acceptance of the position. In each case a personal contact will be made whenever possible. A teacher who is unable to be contacted shall be recalled by certified mail sent to the teacher's last known address, with a copy sent to the JEA office on the same day. The teacher shall have five (5) days to notify the Board of acceptance of the position from the date of postmark (stamped) on the certified receipt. The failure of a teacher to notify the Board within five (5) days of acceptance shall be treated as a termination of said teacher. Two (2) days before any teacher is terminated, JEA will be notified of the Board's intent to terminate.
5. Laid off teachers shall have the right to bid on all posted vacancies for which they are certified/qualified.

## **ARTICLE X – LEAVES OF ABSENCE**

- A. Leaves of absence with pay charged against sick leave time shall be granted for:
1. **Teacher Illness or Accident.** Absence due to illness or non-vocational accident of the teacher, including illness or disability due to pregnancy or childbirth.
  2. **Immediate Family Illness or Accident** Absence due to illness or disabling accident of the teacher's immediate family (spouse, children and parents of the

teacher and spouse), or members of the immediate household. Such absences will be limited to ten (10) working days if the illness or accident involves a person outside of the immediate household. Additional days will be available without pay.

3. **Absence due to medical disability as a result of pregnancy.** Teachers who become medically disabled due to pregnancy while employed by the Board shall be entitled to use any or all of their accumulated sick leave days consistent with practice relative to all other medical disabilities. In order to use sick leave days, the teacher must remain actively teaching until the time of the disability. Such disability will be confirmed by the attending physician who certifies that the teacher is physically unable to complete her teaching duties. Upon presentation of confirmation of such disability by the teacher, the teacher may continue to use sick leave until the pregnancy-related disability is no longer present as confirmed by the attending physician. A teacher who is otherwise eligible for use of sick leave under this provision may elect, upon proper notification to Human Resources, to use only a portion of accumulated sick leave. At the time that the teacher either (1) exhausts sick leave benefits; or (2) uses all of that portion of accumulated sick leave days desired, the teacher shall, if the disability has ended, be eligible to return to work or begin a child care leave, as expressed in Article X-D, 5.c.
4. In those cases where there is reason to believe that an employee is abusing the sick leave policy, it will be the right of the administration to require doctor's verification of personal or family illness.
5. **Personal Leave.** Personal leave shall be construed to mean time necessary to conduct personal affairs of a business or legal nature, or family responsibilities, which cannot be handled outside of school duty hours. Such leave shall be limited to two (2) days per school year. Such leave will be granted at the discretion of the Human Resources Office when required for time immediately preceding or following holiday or vacation periods. All personal leave requests must be submitted at least forty-eight (48) hours in advance of date of leave, except in an emergency situation, on the form attached as Appendix C. One (1) day personal leave per year may be used to attend professional meeting or conference directly related to the primary job assignment of the teacher.
6. **Other Approved Non-Personal Leaves.**
  - a. Attendance at a ceremony, where a degree or academic honor is awarded to a teacher, for such portion of the day as is necessary. One (1) day except when travel requires additional time, for attendance at a school graduation or honor ceremony of a son, daughter, husband, or wife.
  - b. Requests for emergency leaves must be approved by Human Resources.
7. **Personal accident involving Workers' Compensation.** Teachers injured while working for the Board and thus becoming eligible for Workers' Compensation benefits shall have the following choices:

- a. Accumulated leave days shall, on an optional basis to the teacher, be available to the injured teacher during the period he/she is unable to work as a result of an accident.
  - b. If the teacher elects the option, his/her Workers' Compensation benefits shall be supplemented by school funds to give the teacher the equivalent of his/her regular daily rate of pay.
  - c. The teacher's leave pay should be charged with a proportional amount of time lost, based on the ratio of school funds used to make the employee's regular daily rate.
8. **Funeral Leave.** Time necessary for attendance at the funeral service of persons whose relationship to the teacher warrants such attendance. Leave granted under this provision shall include, at a maximum, time necessary for attendance at the funeral service itself and reasonable travel time to and from the site of the service. Paid funeral leave under these conditions shall not exceed a total of three (3) days.
9. **Adoption.** A teacher who adopts a child may use not more than ten (10) paid sick days at the time of adoption to welcome and bond with the child, or before the adoption, for travel to pick up the child and to take part in other activities necessary for the adoption.
- B. Leaves of absence with pay not charged against sick leave time shall be granted for:**
1. Absence because of death in the immediate family or stepfamily (spouse, children, mother, father, brothers and sisters of the employee and spouse) not to exceed five (5) days for each occurrence.
  2. Absence when called for jury duty. The teacher shall reimburse the District the amount of jury duty pay.
  3. Court appearance as a witness in any case connected with the teacher's employment or school, or whenever the teacher is subpoenaed to attend any court proceedings. Where the court appearance is a result of a criminal charge (felony or misdemeanor) brought against the teacher, time lost will be charged against sick leave if the teacher is found guilty.
  4. Excused with approval of both building administrator and superintendent's designee to visit other schools or to attend educational conferences or conventions as directed by the administration. The Board will seek to have special education teachers of the District included in the conferences and conventions which are funded through the State Department of Education and/or the Jackson Intermediate School District, to the end that reimbursement of expenses for their attendance at such conferences and conventions shall be on a par with reimbursement of expenses for the special education teacher of the Intermediate School District.

**C. General Provisions for Leaves of Absence with Pay.**

1. Leave with pay days shall be construed as days that a teacher is scheduled for school duty only.
2. Leave with pay days for the normal school year are granted as follows:  
  
First through Fifth Year – 12 days per year  
After Fifth Year – 17 days per year  
  
Notwithstanding the foregoing, new teachers hired for the 2007-2008 school year and thereafter shall accrue twelve (12) days per year after their fifth (5<sup>th</sup>) year.
3. Leave time will be granted after one (1) day's work in each new contract year. Any excess of leave time beyond the prorated leave time that is used shall be deducted from the teacher's pay.
4. Leave days for less than or greater than the normal school year will be earned at the rate of one point two (1.2) days per month for the first five (5) years one point seven (1.7) days per month after five (5) years. Full-time summer employment shall be credited as two (2) months.
5. **Accumulation of Leave**
  - a. Leave with pay days will accumulate on an unlimited basis.
  - b. A record of accumulated leave days will be furnished each teacher no later than October 15<sup>th</sup> each school year.

**D. Leaves of Absence Without Pay or Benefits.**

1. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act (FMLA). All unpaid leaves required by that Act shall be cumulative with, and not in addition to, any other applicable leave paid or unpaid, provided for in this Agreement.
2. Except for leaves required by the FMLA and child care leaves, unpaid leaves of absence may be granted only to tenured teachers.
3. An unpaid leave shall be for one (1) year unless otherwise provided. Subject to the FMLA, requests for approval of an unpaid leave must be submitted in writing to the Superintendent or designee at least one (1) month before the effective date of the requested leave. If an extension of an unpaid leave is desired, a written request for approval must be submitted in writing to the Superintendent or designee at least three (3) months before the expiration of the leave.
4. Accumulated leave with pay earned while on active duty will be reinstated when the teacher returns to active teaching duty but no additional days shall accumulate during an unpaid leave.

5. Unpaid leaves may be granted for the following reasons and shall be subject to the following conditions:

a. **Teacher Illness or Accident.**

Leaves of absence which extend beyond paid sick leave must be accompanied by a statement from the attending physician recommending the employee be granted such leave. A request to return to regular duties must be accompanied by a statement from a Board designated physician that the teacher is able to resume his/her regular duties. No experience credit on the salary schedule shall be granted.

b. **Immediate Family Illness or Accident.**

(Spouse, children, parents of employee and members of immediate household.) No sick leave time may be used during such leave. No experience credit on the salary schedule shall be granted.

c. **Child Care Leave.**

Such leaves of absence will be granted upon the written request of the teacher to Human Resources. Child care leave will be granted to probationary teachers. Before returning, the teachers shall provide a statement from the attending physician to Human Resources, if requested, that the teacher is in fit physical condition to perform regular duties. In the event of the death of the child during a child care leave, the termination of the leave may be relaxed by the Executive Director of Human Resources. Relaxation of the date of the return from child care leave in case of death of the child may not necessarily guarantee return to the exact teaching position for the remainder of the leave period as originally granted. In such case the Board will return the teacher to an alternative position if available, for the remainder of the leave. Experience credit on the salary schedule shall be granted for the balance of the school year in which such leave began if at least one (1) semester of service has been completed during such year. Upon proper request to the Superintendent or designee, child care leave will be extended once for a period of one (1) year.

d. **Foreign or Domestic Teacher.**

Teachers may be granted a leave of absence for the purpose of a foreign or domestic teacher exchange. If the exchange teacher is paid by his/her home school at no expense to the Board, the Jackson teacher shall remain on Board payroll the same as if he/she were in the District for that year, provided that the Jackson teacher is not receiving compensation from the other school system.

e. **Teaching and Travel.**

An unpaid leave of up to two (2) years shall be granted to any teacher, for the purpose of participating in foreign or military teaching programs, the

Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs, or for cultural travel or work programs related to his/her professional responsibilities; provided the teacher states an intention to return to the District. Upon return from such leave, except for cultural travel or work programs, the teacher shall be placed at the same position on the salary schedule as he/she would have been had he/she taught in the District during such period. Leaves for cultural travel or work programs related to professional responsibilities may qualify for placement on the salary schedule as if the teacher had taught for the District during such period.

f. **Advanced Study.**

Teachers may be granted an unpaid leave for the purpose of graduate study at a university or college granting advanced degrees. Experience credit on the salary scale (limited to one [1] year) shall be granted if the teacher returns to the District the following year.

g. **Travel.**

Leave of absence for this purpose normally is expected to include a period of foreign travel. No experience credit on the salary schedule will be allowed.

h. **Association Leadership.**

Upon application, an unpaid leave of one (1) year, subject to renewal upon written request, shall be granted to any teacher for the purpose of serving as an officer of the JEA, JCEA, MEA and NEA, or on their staffs. Upon return from such leave, such teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the school system during such period.

i. **Political.**

Upon application, an unpaid leave for one (1) year subject to renewal for the first term of office but not to exceed five (5) years, shall be granted to any teacher for the purpose of campaigning for, or serving in, a public office. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule as if the teacher had taught in the school system during such period.

j. **Other.**

Unpaid leaves for other reasons may be submitted in writing to the Superintendent or designee and may be granted.

**E. Return from Leave of Absence**

1. A teacher wishing to return to the District after an extended leave of absence scheduled to end at the end of the school year, must request in writing to the

Superintendent or designee, such re-employment not later than March 20<sup>th</sup> prior to the termination of his/her leave. Failure to comply with the provision shall be considered as a resignation.

The Superintendent or designee will attempt to contact all teachers on such leaves of absence, by certified mail, on or before March 1<sup>st</sup> and inform them of the above requirements.

2. Upon return from approved leave of absence, the Board will return the teacher to an assignment according to the procedure in Article, IX-C.
3. Teachers returning from child care leave or sabbatical leave of not more than one (1) school year shall be offered their same assignment upon return, provided the assignment is still in existence.
4. Teachers on unpaid leaves of more than ten (10) consecutive workdays shall not accrue seniority while on such leave. Their seniority date shall be adjusted as follows:

The number of workdays of the unpaid leave shall be divided by the total number of workdays for that school year. The result shall be multiplied by three hundred sixty-five (365) and the product shall equal the calendar day adjustment to seniority. Fractional adjustments shall be rounded up to the nearest whole number when the fraction is point five (.5) or greater.

**Example:** If a leave of absence begins April 1<sup>st</sup>, and the teacher returns to work the first workday of the next school year, then the

Number of workdays on leave: 54

Total number of workdays: 184

$$\frac{54 \times 365}{184} = 107.1 = 107 \text{ calendar days adjustment in seniority}$$

**F. Salary Provisions on Return from Leave of Absence.**

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

- G. Teachers who are placed on Special Assignment within the bargaining unit by the Board within the school system and who are away from their regular teaching position for a period of not less than ninety (90) days nor more than one hundred eighty (180) days, funding permitting, will be replaced by a teacher who shall be treated as a displaced teacher when the period of the special assignment is over.

**H. Sabbatical Leave**

1. A sabbatical leave for a full contract year or less at one-half (1/2) current salary will be available to all teachers with no less than six (6) consecutive years of



service in the District. Applications for sabbatical leave will be screened by the Professional Council and recommendations made to the Superintendent. Requests will be submitted to the Board of Education as recommended by the Professional Council. The Superintendent will submit his recommendations to the Board of Education if they differ from those of the Professional Council. A sabbatical leave will not be withheld without good reason.

2. Applications will state the program intended to be followed by the teacher if the leave is granted. Applications will be submitted at least ninety (90) days before the effective date of such leave. The applicant will include a signed statement of his/her intent to remain in the District for a period of not less than three (3) years immediately following the leave. If the teacher should not complete the three (3) year requirement, the sabbatical leave pay shall be forfeited on a prorated basis of one-third (1/3) the amount for each year of unfilled service.
3. If a teacher does not return from sabbatical leave, the Association will hold the Board harmless for fifty percent (50%) of the cost of recovering sabbatical leave pay for the time of the unfilled service. A teacher receiving a sabbatical leave may be required to sign a promissory note before leaving.
4. No more than one percent (1%) of the total staff shall be on sabbatical at any one time.
5. Teachers returning from sabbatical leave will be placed in accordance with the provisions of Article X-E. They will receive full seniority for sabbatical leave time. Normal salary increments for sabbatical leave shall be provided, as shall retirement credit. Plan A or Plan B as provided in Article XXII will remain in effect for the leave period.

## **ARTICLE XI - TEACHER EVALUATION AND PROGRESS**

### **A. Probationary Teachers**

1. The work performance of probationary teachers shall be evaluated in writing at least once during each year of the teacher's probationary period, including a year-end evaluation. Each evaluation of a classroom teacher shall be based on at least two (2) thirty (30) minute classroom observations held at least sixty (60) days apart. At least one (1) thirty (30) minute classroom observation will be made not later than forty-four (44) work days after the beginning of each probationary year and at least one (1) thirty (30) minute classroom observation shall take place no later than ninety (90) calendar days before the end of each probationary year. The year-end evaluation will be submitted to the teacher, Superintendent and Association no later than sixty (60) calendar days before the end of each probationary year.
2. Within five (5) work days after each classroom observation, the probationary classroom teacher shall be provided with a written classroom observation report on the form attached as Appendix G-3.

3. A probationary teacher shall be given an Individualized Development Plan (IDP) for each probationary year commencing with the second probationary year and may be given such a Plan during the first probationary year. Each IDP shall be developed by appropriate administrative personnel in consultation with the probationary teacher and shall be given to the teacher before the beginning of the probationary year for which the IDP is developed. Each evaluation after the first year-end evaluation shall include at least an assessment of the teacher's progress in meeting the goals of the teacher's IDP for that year..

**B. Mentor Teacher.**

Mentor teachers shall be provided to teachers in the first three (3) years of their teaching career. However, the District may provide a mentor to any probationary teacher.

**1. Selection/Qualifications**

- a. Principals will recruit mentor volunteers before the first faculty meeting.
- b. Mentors will preferably be tenured teachers of like grades and subject matter to the probationary teacher. In the absence of a volunteer who meets these criteria, principals may recruit teachers in other grades or subject areas who have demonstrated expertise in teaching and learning. In the absence of a volunteer employed by the District, principals may recruit volunteers elsewhere.
- c. Mentor teachers shall have demonstrated a commitment to professional development and the ability to work well with others.
- d. The mentoring relationship will remain in effect until the end of the probationary period or until such time that either party chooses to end the association.

**2. Responsibilities**

- a. Mentors will provide professional support, instruction and guidance for the development of professional expertise.
- b. Mentors will maintain absolute confidentiality. A probationary teacher may only be discussed upon the written request or consent of the probationary teacher except in cases of illegal conduct. In cases of breach of confidentiality, any information gained shall not be used in evaluation of mentor or probationary teacher.
- c. Mentors will assist new teachers in becoming familiar with teaching, policies of the school and assistance in becoming part of the school and community.
- d. The mentor teacher is a resource person and shall not be held responsible for the performance of the probationary teacher.

3. **Process.**

Mentor teachers and new teachers will meet and establish plans for interaction. These plans may include conferences, visitations, observations, demonstrations, etc.

4. **Training**

- a. Mentors may be provided access to local, county, and/or state training as available or as requested.
- b. The District will provide training annually to mentor teachers.

C. **Tenure Teachers.**

Professional evaluation of the work of tenure teachers shall be accomplished in writing under the following circumstances:

1. At least once every three (3) years or at the written request of the teacher, building administrators or immediate supervisors shall submit a written description of the professional performance of each teacher under their supervision. The report shall not make use of formal comparative criteria. It shall consist of a descriptive statement of the teacher's performance in the following areas:
  - a. Knowledge of subject matter
  - b. Technique of instruction
  - c. Classroom management
  - d. Relationships with pupils and professional colleagues
2. Each teacher's evaluation shall include at the conclusion of the report the statement:

"Considering all factors, the performance of this teacher is  
\_\_\_\_\_ satisfactory \_\_\_\_\_ unsatisfactory."
3. In preparing this report, the building administrator or supervisor may involve other administrative personnel familiar with the teacher's performance such as administrative assistants provided that signed statements from these individuals are made a part of the final performance report.
4. All reports must be discussed thoroughly with each teacher before they are submitted to the Superintendent and shall bear both the signature of the building administrator or supervisor and the teacher. A teacher's signature on his/her Performance Report will not necessarily constitute his/her approval, but is merely an indication that the teacher is completely familiar with the report.
5. After consultation with the building administrator or supervisor, the teacher will have the right to add remarks, statements, or other information pertinent to the report. Such remarks shall be attached to the original performance report and

shall contain the signature of both the teacher and the person preparing the report. Signatures on these additions will not necessarily constitute approval, but merely indicate that both are completely familiar with the additions.

6. Building administrators or supervisors may at any time submit additional reports to the Superintendent concerning the performance of individual teachers with the provision that such reports have been seen and signed by the teacher concerned and that he/she is completely familiar with its contents.

**D. Administrator Evaluation of Probationary and Tenure Teachers**

1. Evaluations shall be conducted by the teacher's immediate supervisor or an administrator familiar with the teacher's work. Where the teacher assignment is predominantly non-instructional, the evaluating administrator and teacher may, by mutual agreement, modify the circumstances of the required thirty (30) minute minimum observation where confidentiality or rapport with the student or students might otherwise be jeopardized.
2. A basic part of each written evaluation will be an observation in person. In the event of a negative evaluation based upon an observation of less than thirty (30) minutes, the teacher may request an observation in person for a minimum of thirty (30) consecutive minutes. All monitoring or observation of the work of a teacher shall be conducted openly and with full knowledge of the teacher.
3. A copy of the written evaluation shall be submitted to the teacher at the time of such personal interview or within ten (10) days thereafter.
4. The teacher shall review and sign all materials that are to be included in the personnel files. Such signing does not necessarily indicate agreement. The teacher shall have ten (10) school days to submit any written statement in regard to such materials for inclusion in the personnel files.
5. Remarks in the section of the evaluation form labeled "Suggestions for Growth" will not be considered as a "complaint" as defined in Article XXIII nor are they, in any way, mandatory actions which a teacher must take unless they become part of a Plan of Assistance.
6. A Professional Competency Notification with Plan of Assistance may be given by the immediate supervisor to the teacher if there were remarks in the "Suggestions for Growth" section of the previous teacher evaluation on Professional Performance Appraisal. A Plan of Assistance will be mandatory for an unsatisfactory evaluation.
  - a. The Plan of Assistance will be provided within thirty (30) calendar days following the submission of the written evaluation to the teacher and must contain time lines and particular assistance to help meet the requirements of the Professional Competency Notification.
  - b. The Professional Competency Notification must contain specific desired goals that must be satisfied before the next evaluation.

- c. If, after the partial or nearly complete successful implementation of a Plan of Assistance, the supervisor (with agreement of the Assistance Committee) may continue specific points of the Plan which have not been successfully completed from one evaluation to the next but not, in any event, longer than three (3) years.
7. Failure to demonstrate growth through the Plan of Assistance may lead to an unsatisfactory rating in the following evaluation.
8. When a teacher demonstrates appropriate growth through utilization and implementation of a Plan of Assistance (as indicated by a satisfactory rating on the following evaluation) all record of the Plan of Assistance and the Professional Competency Notification shall be removed from the teacher's work record to the extent permitted by law.
9. Each Plan of Assistance will be developed and implemented by the immediate supervisor. An Assistance Committee will be available to meet with the teacher and immediate supervisor when a Plan of Assistance is in effect. The Assistance Committee will include three (3) people; one (1) appointed by the immediate supervisor, one (1) appointed by the Association, and the third member selected by mutual agreement of the two (2) appointees. If no agreement on the third person is reached within ten (10) days after the Plan of Assistance is seen by the teacher, then a drawing from three (3) names presented by each of the appointees shall determine the third member of the Committee. All of the names presented must be current full-time employees of the District and must have been so for at least five (5) years. Any member of the bargaining unit, selected by the drawing, may decline to serve. The members of the Assistance Committee will not be witnesses in any grievance or tenure matter relating to the discipline of the teacher involved unless the teacher, by written request allows all of the Committee members to be such witnesses. Each member of the Assistance Committee shall demonstrate an unbiased commitment to the teacher's growth and success.

A central office administrator will serve as a facilitator for the process when requested by the teacher, members of the Assistance Committee, or the immediate supervisor.

10. An Assistance Committee shall be empowered to undertake or require any or all of the following:
  - a. Confer with all affected parties.
  - b. Provide any assistance needed in addition to that proposed by the supervisor.
  - c. Alter or add to the Plan of Assistance and adjust timelines if necessary.
  - d. Offer personal help to the teacher involved.
  - e. Suggest appropriate training experiences.
  - f. Observations of classroom performance.
  - g. Vitate the Plan of Assistance.
  - h. Provide a continuous review of progress.
  - i. Use necessary released time to work on a Committee.

Provided, however, the Assistance Committee is not empowered to undertake or require any action which conflicts with any provision of this Agreement, any applicable law or regulation or any right or authority reserved to the Board.

11. Teachers being considered for termination under provisions of the Tenure Act shall receive a registered letter or certified letter of notification and statement of charges from the Superintendent and advised of their rights under the Tenure Act for a hearing and appeal. The Association shall receive a copy of such notification.
12. Each teacher shall have the right upon request to review the contents of his/her own personnel file. A representative of the Association may, at the teacher's written request, accompany the teacher in this review. A written statement, for inclusion in the personnel files, may then be made by the teacher in regard to materials that were not signed by the teacher.

To the extent permitted by law, any warning or reprimand in a teacher's personnel file which does not relate to a recurring incident within a five (5) year period may be removed by written teacher request after five (5) years from the date of the warning or reprimand.

13. The review of a personnel file shall be made in the presence of the Superintendent, or designee. Privileged information which is specifically exempted from review shall include such confidential credentials and related personal references normally sought at the time of employment.
14. Teachers' personnel files shall be considered confidential to the extent permitted by law. A permanent record containing, at a minimum, space for names and dates of persons reviewing the file shall be maintained by Human Resources. Said record shall contain the names of all persons reviewing the file other than authorized administrative personnel and the individual who is the subject of the file. The term "authorized administrative personnel" when used in connection with personnel files shall be defined in writing by the administration and written policies for the use of personnel files consistent with the above shall be published.
15. Under no conditions is the teacher evaluation procedure to be used in matters which are more appropriately matters of employee discipline. Such disciplinary matters shall be dealt with through normal employee disciplinary procedures (reprimand, warning, etc.) set forth elsewhere in this Agreement.
16. Under no circumstances is any of the foregoing to be interpreted as excluding the grievability of an "unsatisfactory" rating. "Unsatisfactory" ratings are, and shall remain, proper subjects of a grievance under the provisions of this Agreement. A further Plan of Assistance will be available in such instances.
17. Forms of the Individual Development Plan, Confidential Teacher Evaluation for Probationary Teachers, and the Professional Performance Appraisal are attached as Appendices G-1, G-2, and G-3, respectively.

- E. No teacher shall be responsible for the hiring and/or dismissal of any member of any other bargaining unit, but may assist in the staff evaluation of District employees other than teachers.
- F. The Board and the Association recognize that the ability of pupils to progress and mature academically is a combined result of school, home, economic and social environment and that teachers alone cannot be held accountable for all aspects of the academic achievement of the pupil in the classroom. Test results of academic progress of students shall not be used in any way to evaluate the quality of a teacher's service or fitness for retention.

## **ARTICLE XII – PROFESSIONAL BEHAVIOR**

- A. Teachers are expected to comply with rules, regulations and policies adopted by the Board or its representatives, which are not inconsistent with the provisions of this Agreement. A teacher may refuse to carry out an order, which threatens physical well being or safety.
- B. A teacher shall be entitled, upon request, to have a representative of the Association present when he/she is being reprimanded or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made and no representative is made available within five (5) days, administrative action shall be taken and a written record of the proceeding shall be furnished the teacher and the Association.
- C. No probationary teacher in his/her first or second probationary year shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage for reasons that are arbitrary or capricious. No probationary teacher in his/her third or fourth probationary year and no tenured teacher shall be disciplined, reprimanded, reduced in compensation or deprived of any professional advantage without just cause. Any such discipline, reprimand, or reduction in compensation or deprivation of advantage by the Board or representative thereof, shall be done in private unless prohibited by law. The teacher shall be informed of the basis for disciplinary action and will be provided with all information concerning the basis of this action.
- D. In appropriate cases, the Board subscribes to the principle of progressive discipline of employees and recognizes that reasonable promptness in carrying out disciplinary measures is desirable.
- E. A refusal to teach any child or children based upon race, creed, sex, handicap, or ethnic origin, at any school to which a teacher may be assigned shall be judged as insubordination.

## **ARTICLE XIII – CONTINUITY OF OPERATIONS**

- A. Nothing in this Agreement shall require the Board to keep schools open in the event of severe weather conditions or when otherwise prevented by an Act of God.

- B. When the buses do not run because of weather conditions or when schools are dismissed due to weather conditions, schools will be closed and teachers shall not be required to be on duty.
- C. When “Act of God days” are made up, pursuant to the current state aid act, bargaining unit members shall be required to report to work. Neither the closure of schools due to “Act of God days” nor the rescheduling of such days, shall act to increase or decrease the amount of compensation due to a bargaining unit member in accordance with their step and level on the salary schedule, including all salary schedules/payments set forth in any of the appendices prefixed with “B.”
  - 1. The make-up of “Act of God days” shall be only as is required by state law.
  - 2. Should it become lawful, during the term of this Agreement, to permit “Act of God days” without a requirement that such days be rescheduled, the parties agree to revert to the practice and language of A and B above.

**ARTICLE XIV – SCHOOL CALENDAR**

- A. The school calendar shall be as set forth in Appendix A.
- B. The following conditions will govern the school calendar:
  - 1. Orientation for staff new to the District shall be held on Monday, Tuesday, Wednesday, Thursday and Friday preceding the first day of school.
  - 2. The first teacher workday shall be devoted to pre-opening planning conferences. The first day of pupil attendance shall be a half-day.
  - 3. a. The calendar shall contain seven and one-half (7-1/2) paid holidays. The paid holidays are:
    - New Year’s Day
    - Memorial Day
    - Labor Day
    - Thanksgiving Day
    - Christmas Day
    - Martin Luther King Day
    - Good Friday Afternoon (1/2 day)
    - Presidents’ Day
  - b. Whenever Good Friday falls within spring break week, the holiday shall be observed on the Friday prior to spring break week.
  - 4. There will be no school on the day before or after any legal holiday, if such holiday is on Tuesday, or Thursday, respectively.
  - 5. Christmas vacation dates will be determined in accordance with the following schedule:



If Christmas Falls On	Schools Close On	Schools Begin Again
Sunday	December 16	January 3
Monday	December 15	January 2
Tuesday	December 21	January 7
Wednesday	December 20	January 6
Thursday	December 19	January 5
Friday	December 18	January 4
Saturday	December 17	January 3

6. Spring break shall be consistent with the countywide calendar.
7. The school calendar for the 2009-2010 school year is set forth in attached Appendix A-1. The calendar shall contain not less than one hundred eighty days and not more than one hundred ninety (190) work days including seven and one half (7 1/2) paid holidays.

### **ARTICLE XV – PROFESSIONAL COMPENSATION**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. The salary schedule shall remain in effect during the designated periods.
- B.
  1. All newly employed teachers shall be given credit on the salary schedule set forth in Appendix B for full years of teaching experience in any legally recognized school, provided that, except for special education teachers, such experience shall have occurred within the fifteen (15) years immediately preceding employment. For special education teachers the experience shall have occurred within the twenty (20) years immediately preceding employment. Teaching experience credit shall not exceed five (5) years.
  2. Non-teaching experience, if required for certification, will be given up to three (3) years.
  3. Active military experience up to two (2) years will be granted, providing that separation was under honorable conditions.
  4. Total experience credit (teaching, non-teaching and military) shall not exceed nine (9) years and the top number of step maximums mentioned above.
  5. Nothing in the foregoing will alter the experience credit of teachers being considered for promotion after initial employment.
  6. A teacher who may be re-employed not more than two (2) years following a resignation shall receive the next step credit on the salary scale the same as when he/she resigned.
- C. Compensation for extra duty assignments are set forth in Appendices B-1 and B-2.

- D. When the daily rate of extra pay or loss of pay is computed, the teacher's annual pay rate will be divided by the total number of teacher days defined in Article XIV, B. Upon written request, loss of pay will be distributed over the balance of the year.
- E. Salaries will be paid biweekly beginning with the first (1<sup>st</sup>) Friday after the beginning of school and shall be in twenty-six (26) equal installments, unless written request before September 1<sup>st</sup> is made for twenty-one (21) payments.
- F. The 2009-2010 and 2010-2011 Payroll Schedules are as follows:

<b>2009-2010 Date Paid</b>	<b>2010-2011 Date Paid</b>
09-04-09	09-03-10
09-18-09	09-17-10
10-02-09	10-01-10
10-16-09	10-15-10
10-30-09	10-29-10
11-13-09	11-12-10
11-25-09	11-24-10
12-11-09	12-10-10
12-23-09	12-22-10
01-08-10	01-07-11
01-22-10	01-21-11
02-05-10	02-04-11
02-19-10	02-18-11
03-05-10	03-04-11
03-19-10	03-18-11
04-02-10	04-01-11
04-16-10	04-15-11
04-30-10	04-29-11
05-14-10	05-13-11
05-28-10	05-27-11
06-11-10	06-10-11
06-25-10	06-24-11
07-09-10	07-08-11
07-23-10	07-22-11
08-06-10	08-05-11
08-20-10	08-19-11

- G. Teacher salary pay rates shall be adjusted for increased course work, consistent with pay levels in the salary schedules, effective the day that necessary transcripts are provided to Human Resources.
- H. After ten (10) years' service with the District, a teacher shall be entitled to a tax-sheltered annuity of One Thousand Dollars (\$1,000) each year paid by the District. Such amount shall be paid proportionately with each paycheck as the teacher is paid. Each teacher for whom such investments are made shall retain all non-forfeitable rights and shall have full control over the tax-sheltered annuity, including the right to convert to cash at any time. After July 1, 2010, a teacher must also have been at the top step of the salary

schedule for one (1) year in addition to completing ten (10) years of service with the District as a teacher to be entitled to the annuity.

## **ARTICLE XVI – SPECIAL EDUCATION**

- A. The parties recognize that all children are individuals and are entitled to appropriate educational opportunities according to their individual needs and abilities. Further, the parties agree that nothing in this Article shall be construed or shall serve to limit or abridge this right.
- B. Referral for Special Education Services**
1. Referral for special consideration shall be valid provided that:
    - a. It can be shown that the parents or guardians understand that a problem exists which supports a suspicion of impairment and which may require special education services.
    - b. It can be shown that efforts to remedy the problem at the building level have been attempted.
    - c. The referral for evaluation is presented in writing on the appropriate form and carries the signature of the building administrator and parent or guardian.
    - d. Dates on or before which testing is to be completed or other service initiated and of tentative case disposition will be mutually determined by the building administrator, referring teacher or counselor and assigned special education personnel and entered on the referral form within a period of fifteen (15) working days from the receipt of the request for service.
    - e. The initiating teacher will be notified in writing or by direct contact of the location of this referral if there is a delay past the limits described in paragraph “d” above. The teacher will be informed in writing as to the just cause for the delay.
- C. An Individual Education Plan Committee (IEPC) shall be convened in accordance with rules and regulations promulgated under Article 3 of the “Revised School Code,” (MCL 380.1701.1766).
- D. An IEPC shall be composed of staff appropriate for the purpose for which it is convened, as required by law:
1. IEPC meetings to determine eligibility for special education (all categories except speech and language impaired) shall be chaired by an administrator or a building-based Teacher Consultant. The Teacher Consultant shall not be required to chair such meetings but may do so on a voluntary basis. A special education administrator will attend an IEPC upon request.

2. Speech and language therapists may be required to chair eligibility meetings for speech and language impaired students. Teacher consultants, speech and language therapists, psychologists and social workers may be required to chair change of status, re-determination and annual review IEPC meetings, unless:
    - a. The teacher did not receive in-service preparation for chairing annual review meetings;
    - b. An administrator is requested by the teacher to attend the meeting; or
    - c. The student or parent is represented at the meeting by an attorney or other advocate.
  3. A special education classroom teacher shall not be required to chair an IEPC meeting but may do so on a voluntary basis.
  4. The receiving teacher will receive a copy of the IEPC report prior to student placement.
  5. Identified special education students entering from other districts shall, with the prior written consent of the parent or guardian, be immediately placed in the program and/or service most nearly comparable to the previous special education placement. An IEPC shall be convened following the student's eligibility for such programs and services, but in no case later than thirty (30) school days.
- E. Under no circumstances shall an IEPC be used for purposes other than educational planning and placement.
- F. **Staff**
1. At the beginning of each school year, all special education staff will receive information about referral procedures, administrative job descriptions, requisitioning procedures, conference attendance information and administrative expectations for year-end reporting.
  2. There shall be a monthly staff meeting for all special education teachers and staff.
- G. On or before June 10, of each school year, all special education teachers shall receive a tentative list of students in their class for the first semester of the next school year.

## **ARTICLE XVII – ACADEMIC FREEDOM**

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights, and to instill appreciation of the values of individual personality.

- B. Academic freedom shall be guaranteed to teachers and no special limitations shall be placed upon study, investigation, presenting and interpreting facts and ideas concerning man, human society and physical and biological world and other branches of learning subject to accepted standards of professional responsibility consistent and appropriate to the grade level at which it is being taught and to the laws of the United States and the State of Michigan.

## **ARTICLE XVIII – SUMMER SCHOOL**

### **A. Mechanics of Selection**

1. All job possibilities must be posted. Such posting shall show the time commitment, including pupil contact time necessary in the assignment. In addition, the salary payment formula shall be included in the posting. Applications for posted positions must be returned within seven (7) days of the posting.
2. Acknowledgment of applications will be sent to applicants and selection will be according to the procedure outlined in paragraph B. Firm commitments will be given to individuals where jobs are known. School District notices of intent will be given when the number of students is in doubt. Applicants receiving offers of contracts will have seven (7) school days to accept or reject.

### **B. Criteria for Selection**

1. Positions Other than Driver Education
  - a. Applicants will be considered if the vacancy is within the scope of their major or minor field. If there are no applicants with a major or minor needed for the position, other applicants may be considered. (Major or minor field will be recorded on a valid Michigan Certificate.)
  - b. Applicants teaching credited academic courses must have a valid Michigan Certificate.
  - c. If, as a result of the posting of a position, no certified teacher applies for a non-credit or non-academic course, then a non-certified but qualified teacher may be considered.
  - d. Applicants will be offered employment according to the highest number of years within the system.
2. An applicant may be denied a position only if his/her most recent professional evaluation or his/her professional evaluation from the previous summer is less than satisfactory.

**C. Continuity of Service**

Contracts shall be issued with the provision that such contract will be void immediately upon resignation from full-time employment with the District unless such resignation is received after the start of the summer session.

D. The minority staff requirements of Article VII-F shall apply to summer school programs.

E. Teachers of laboratory and field experience courses may be paid for additional time if approved by the principal.

F. Supplementary Salary Notice contracts will be issued for all summer school employment.

**ARTICLE XIX – PROTECTION OF TEACHERS AND STUDENTS**

A. Any case of criminal assault upon a teacher while on duty shall be promptly reported to the proper police authorities by the Board or its designated representative. The Board will provide legal advice to the teacher concerning his/her rights and obligations with respect to such assault. When a verbal assault or physical assault against a teacher is reported to the building administrator the student(s) involved shall be immediately removed from the teacher's classroom or program pending a formal investigation. The student(s) shall not be permitted to return to the teacher's classroom or program until the investigation is completed and the appropriate action is taken. Such investigation will include, at a minimum, a face-to-face meeting between the administrator responding to the referral and the teacher reporting the assault. A verbal assault is defined in Board Policy No. 8350 and a physical assault is defined in Section 1311A of the revised School Code.

B. If any teacher is complained against or sued by reason of disciplinary action taken by the teacher in conformity with the Students Rights and Responsibilities (adopted by the Board of Education) and/or the Michigan School Code by the teacher against a student, the Board will provide legal advice if requested by the teacher.

C. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher unless gross negligence is proven.

D. Any complaints by a parent of a student directed toward a teacher shall be promptly called to the teacher's attention. If such a complaint is to be made a part of the teacher's personnel file or a matter of other written record, it will first be reviewed at a meeting in which the participants will include (but not be limited to) the involved teacher, a JEA/MEA representative, the teacher's immediate supervisor, and the administrator for Human Resources and/or designee. The complaining party may be present if the party desires. The teacher may submit a written statement to be attached to and filed with the original complaint.

E. The Board will reimburse the teacher for loss, damage or destruction of clothing or personal property which is used for instruction, provided that:

1. The personal property is used or intended for use in the instructional program of the teacher and the loss occurs on school premises or 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 of payment in each case is one hundred dollars (\$100.00) for clothing (no payment for hosiery), one hundred dollars (\$100.00) for auto collision losses, and one hundred dollars (\$100.00) for personal property unless covered by paragraph 4, below.
  4. Teachers who have personal property valued in excess of five hundred dollars (\$500.00) which is approved by the building administrator for regular use in the instructional program may extend the limits noted above to that portion of the value of such property not otherwise covered by preparing a statement for the endorsement of the building administrator declaring the items and the insurable value of each and all, and submitting it to the Director of Finance. The Director of Finance will review the statement in cooperation with the insurance representative of the Board's liability carrier, certify the statement, amend it if necessary, and return to the teacher.
  5. None of the provisions of this Article are intended to duplicate either payments by or coverage by other carriers.
  6. All claims made under the provisions of this Article must be indicated within five (5) days of the time the loss/damage occurs or when the loss/damage was discovered. Claims not made known within five (5) days of discovery may be denied for lack of timeliness.
- F. Teachers bear the primary responsibility for maintaining proper control and discipline within the classroom. Teachers also share with building administrators responsibility for the maintenance of proper control in other areas of the school building and grounds. The Board recognizes its responsibility to give support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Disciplinary actions and methods shall be reasonable, just, and in accordance with policies and procedures of the District and building discipline code.
1. Discipline procedures for each building will be formulated according to Article VI-Q, of the PNA with the exception of VI-Q, 5, which shall read (for the purpose of this subparagraph only): SIP committee decisions shall be determined by a consensus of the committee members.
  2. Discipline procedures will be reviewed annually by staff and will be in place for the start of the school year, pursuant to Article VI-Q. The discipline plans and procedures will be reviewed by the superintendent for alignment with the current School Board policies. No discipline policies will be adopted that are in conflict with Board policy.
  3. At the beginning of every school year, the staff of each building will be provided with a copy of all building policies related to discipline.

4. A pupil may be temporarily removed from a classroom by a teacher when the verbal abuse, the grossness of the offense, the persistence of the misbehavior or the disruptive effect of the student interferes with classroom procedures, until action is taken by the appropriate administrator which will allow the pupil to be returned to the class in good standing. The teacher shall furnish the building administrator, as promptly as his/her teaching obligations will allow, with full particulars in writing on the problem, subject to established due process requirements. Verbal abuse of teachers shall be considered a violation of the policies of the Board of Education relative to student conduct. The Board pledges that, in cases where such verbal abuse of teachers occurs, policies relative to correction of same will be followed.
  5. A pupil may be permanently removed from class subject to due process requirements for reasons delineated above and when the following courses of action have proved to be ineffective.
    - a. Personal consultation with the student concerning his/her conduct.
    - b. Referral of the student to the building administrator who will take appropriate action.
    - c. Parental conference or notification of the conduct concerned. Teachers will maintain accurate logs describing incidents of persistent misbehavior.
- G. Teachers, in accordance with the Michigan School Code, have authority to use reasonable physical force in the following instances:
1. Protect himself/herself, a student or others from immediate physical injury;
  2. Obtain possession of a weapon or other dangerous object upon or within the control of a student;
  3. Protect property from physical damage.
- Teachers shall not threaten to inflict, or cause to be inflicted, corporal punishment upon any student. Corporal punishment means the deliberate infliction of physical pain by any means upon the whole or any part of a student's body as a penalty or punishment for student's offense. Any teacher who violates the prohibition against corporal punishment shall be subject to disciplinary action.
- H. The teacher not having special education preparation will not be given the responsibility for the care and instruction for a legally certified emotionally disturbed, mentally retarded, or severely handicapped child. Exceptions may be made when the child's behavioral patterns have been controlled and the services of a consultant are available and the mutual opinion of the consultant and that of the child's teacher and principal are that he/she can function in a normal class setting.
- I. When information concerning a pupil's physical handicap is made known to the school, the pupil's teachers will be so informed within ten (10) school days.



- J. Each teacher will be furnished with appropriate and available information at the beginning of each school year concerning the pupil medication supervision procedure for schools.
- K. When a student is transferred from one school to another because of the student's adjustment or disciplinary problems, a conference will be held between the receiving and sending school administrator and counselors or social workers assigned to each school. The building administrators may include other professionals who have been or will be involved with the student. In lieu of a conference for transfers other than expulsions, the receiving school shall receive on or before the transfer date information in writing about the student including the reason for the transfer, the CA—60 and the student's disciplinary record. Whenever a student is transferred into a classroom after the start of the school year, the teacher(s) involved shall, upon request, be given the reason for the transfer.

## **ARTICLE XX – SUBSTITUTE TEACHERS**

### **A. Definition.**

A substitute teacher is a teacher who takes the place of an absent regular teacher. In cases where the regular teacher's absence extends through a full school year, a regular contract teacher will be assigned on a temporary basis to the position.

### **B. Permanent Substitutes and Teacher Requests.**

Day-to-day substitutes designated as "permanent" by the District and assigned to a building/complex may be given the first opportunity for substitute assignment at the building/complex to which assigned. If the permanent day-to-day substitutes assigned to a building/complex are not available, requests by teachers for particular substitute teachers will be honored if the substitute is not already assigned. A teacher may request that a particular substitute not be called and, if reasonable, such request will be honored.

### **C. Laid off Teachers.**

After honoring teacher requests as required by "B" above, laid off teachers who designate their availability as substitute teachers shall be called first without regard to seniority to serve as substitutes before any other persons are called.

### **D. Substitute Service.**

The Board shall maintain an active list of substitute teachers to replace absentees. Teachers shall be informed of a telephone number they should call to report unavailability for work. Such calls should be made by elementary teachers at least two (2) hours prior to the teacher's time to report for duty and one and one-half (1-1/2) hours by secondary teachers. The Board shall maintain at least one (1) telephone line, exclusively for such reporting. Once a teacher has reported unavailability, it shall be the responsibility of the administration to arrange for a substitute teacher. To report availability for work after absence, the teacher shall call said telephone number at least one (1) hour before his/her reporting time. A teacher may, however, indicate at the time of his/her original call the length of unavailability, thus negating the necessity for a

second call. Other members of the immediate family may make the call into the substitute service in emergency situations. The first failure by the teacher to conform to the above provisions will result in a written warning. Additional offenses will result in the reimbursement to the Board of payment of the substitute salary by the offending teacher.

**E. Assignment.**

1. A substitute with an assignment to one (1) specific teaching position after sixty (60) days of service shall be granted for the duration of that assignment, leave time and other privileges and responsibilities granted to regular teachers by the Board, including a salary not less than the minimum salary on the current regular teacher salary schedule.
2. A substitute employed as such for one hundred fifty (150) days (per Letter of Agreement) or more during a legal school year of not less than one hundred eighty (180) days shall be given, during the balance of that school year or during the next succeeding legal school year only, the first opportunity to accept or reject a contract for which the substitute teacher is certified, after all other teachers are re-employed in conformance with the terms of this Agreement.
3. As used in this paragraph E, "day" means the working day of the regular, full-time teacher for whom the substitute teacher substitutes. One-half (1/2) day of a substitute's service shall be counted only as that fraction; but a fraction of day that is acknowledged by the Board and paid as a full day shall be counted as a full day for purposes of paragraph E.
4. This paragraph E, shall be amended to conform to any amendments to Section 1236 of the Revised School Code, as amended.
5. A substitute with an assignment to one (1) specific teaching position after sixty (60) days of service shall earn the right to be interviewed for any vacant positions for which the substitute applies and is certified and qualified. Interview rights will be afforded after all regular teacher rights, i.e., recall, transfer, etc., as provided for in this Agreement, have been fulfilled. This right may be exercised upon attainment and for up to one (1) semester following the school year in which it was acquired.

**ARTICLE XXI – NEGOTIATION PROCEDURE**

- A. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party. The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, consider proposals and make concessions in the course of negotiations. There will be no more than eight (8) official representatives of each party at any negotiations meeting. Both parties agree to submit the final Agreement recommending approval for ratification. Their representatives shall attach their signature to the ratified Agreement. There shall be three (3) signed copies for purpose of record, one (1) retained by the Board, one (1) by the Association and one (1) by the Superintendent.

- B. No later than May 1<sup>st</sup> of the final year of this Agreement, the parties shall initiate negotiations for the purpose of entering into a successor agreement.
- C. All negotiating sessions shall take place commencing at 1:00 p.m. in units of a minimum of four (4) hours. Exceptions to the above will be made when the Board and the Association agree.
- D. The parties agree to negotiate in good faith any changes in this Agreement to comply with No Child Left Behind.

## **ARTICLE XXII – INSURANCE PROTECTION**

- A. The Board agrees to provide each teacher whose assignment is for one-half (1/2) or more of a full assignment with his/her choice of either Plan A or Plan B insurance protection plans as provided below. Changes in benefit patterns and carriers are to be decided jointly by representatives of the Board and the Association.

### **1. Plan A- For those electing Health Insurance**

- a. Full Family MESSA Choices II:

- \$100 / \$200 in-network deductible
- \$250 / \$500 out-of-network deductible
- \$10 / \$20 prescription drug plan
- \$5 / \$10 / \$25 co-pays for office visit, urgent care and emergency room
- Adult immunization coverage

Premium contribution remains at \$720.00 per year / \$60 per month.

Dental                    Increase Class I, II, and III annual maximum to \$2,500 and  
Class IV lifetime maximum to \$1,800

Employee will pay first \$500 / \$1,000 of \$10 / \$20 co-pays each Plan year (October 1 through September 30) and District will pay second \$500 / \$1,000 of co-pay each Plan year. (District will not pay cost difference between brand name and generic, if brand name not medically necessary.) Reimbursement by District shall not be more frequently than monthly.

- b. MESSA Negotiated Long-term Disability (90 calendar day modified fill waiting period. 66 2/3% with \$4,000 monthly maximum.)
- c. \$40,000 MESSA Negotiated Group Term Life Insurance
- d. MESSA/Delta Dental

(Class I, II, & III 80/80/80 \$2,500 annual maximum)

(Class IV Orthodontics, 80: \$1,800 lifetime maximum)

e. MESSA (VSP 2 Silver)

2. **Plan B-For those not electing health insurance**

a. \$50 per month cash; provided, however, if more than forty (40) employees select Plan B during an October open enrollment period, the cash amount shall be \$100 for that Plan year; if more than forty-five (45) employees select Plan B, the cash amount that that Plan shall be \$150 per month; if more than fifty (50) employees select Plan B, the cash amount for that Plan year shall be \$200 per month; and more than fifty-five (55) employees select Plan B, the cash amount for that Plan year shall be \$250 per month.

b. MESSA Negotiated Long-term Disability (same as listed above)

c. MESSA/Delta Dental Plan Auto +/08 (Class III 100/90/90 \$1,500 annual maximum)  
(Orthodontics 90%- \$900 lifetime maximum)

d. MESSA Negotiated Group \$40,000 Term Life Insurance

e. MESSA (VSP 3)

**B. Short term Disability Coverage:**

1. A benefit of sixty-six & two-thirds percent (66 2/3%) of a teacher's daily rate shall be paid when the following conditions are met.

a. The exhaustion of sick days, and

b. The expiration of thirty (30) work days of illness. These "thirty (30) work days" need not be consecutive nor for the same illness but must have occurred within twelve (12) months. But, the last three (3) days must be consecutive workdays and for the same condition.

2. The benefits shall be equal to those of the MESSA LTD program provided in this Article. These benefits will continue until LTD benefits begin.

**C. General Provisions**

1. When appropriate, MESSA-Limited Medicare Supplement and Medicare premiums instead of regular health care coverage will be paid on behalf of the teacher, spouse and/or dependents.

2. Teachers responsible for the health care expenses of a spouse as a result of a court order shall be entitled to sponsored dependent coverage under MESSA for

such purpose. However, in such cases, the Board shall not be responsible for greater than an amount equal to the full-family rate.

3. The Open Enrollment shall be mutually arranged between the Association and the Board.
4. The completion of a full contract year shall entitle a teacher to twelve (12) months of insurance benefit coverage. Coverage for those employees leaving the School District at the end of a contract year will terminate the earlier of September 1st of the next school year or when the teacher becomes eligible for comparable health insurance from any other source. In the case of retirement, insurance coverage ends on the effective date of retirement because the member is then eligible for MPSERS health insurance.
5. Any teacher who for any reason retains group health insurance coverage, with coordination of benefits, from any source other than the health insurance provided by virtue of this Agreement and his/her spouse through the spouse's employment requires said coverage. The teacher may select Plan A above if not taking health insurance elsewhere and shall otherwise be eligible for Plan B above. Every teacher shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage. The following form shall be distributed to all teachers during the open enrollment period.

### **Health Insurance Coverage**

I hereby declare that the health insurance that I receive pursuant to Article XXII of the Agreement between JPS and the JEA is the only group health insurance coverage, with coordination of benefits, that I retain or am otherwise eligible to receive benefits from.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Teacher

6. Section 125 Flexible Spending Plan shall be established as soon as practicable. It will include:
  - (i) Qualifying medical expenses and
  - (ii) Child and dependent care up to \$5,000 per year

The District shall consult with the Association about its selection of an outside firm to administer the Plan as well as dates of enrollment and amounts for qualifying medical expenses.

7. Health, dental, and other insurance benefits will be continued while a teacher is receiving long-term disability benefits only to the extent required by law (FMLA, COBRA).

## ARTICLE XXIII – PROFESSIONAL GRIEVANCE PROCEDURES

### A. Intent.

The primary purpose of this procedure is to secure, in the easiest and most efficient manner, equitable solutions to a claim of an aggrieved party. Both parties agree that these proceedings shall be kept confidential at each level of this procedure to the extent permitted by law. Nothing contained herein shall be construed as limiting the right of any teacher with a grievance to discuss the matter informally with any appropriate member of the Administration or Association.

### B. Definitions

1. a. A “complaint” is a claim by a teacher or group of teachers or the Association that there has been a violation, misinterpretation or misapplication of any provision of this Agreement or any subsequent Agreement entered into pursuant to this Agreement or any rule, order or regulation of the Board, which affects a term or condition of employment. Terms and conditions of employment shall be interpreted as items which affect teachers in their daily teaching duties.
- b. A complaint, which is a claim by a teacher or group of teachers or the Association and affects the working conditions of a teacher or a group of teachers but which is not covered in paragraph 1-a, above, will not be subject to this Article beyond a special conference with the Superintendent or his/her designee and the Board of Education’s Review Committee. The special conference will be held within twenty-one (21) days of receipt of the complaint in writing. An answer to the complaint will be provided in no more than ten (10) days after the special conference.
2. A “grievance” is a complaint which has not been resolved and which has been reduced to writing.
3. The “aggrieved person” is the person or persons making the claim.
4. “Teacher” includes an individual or group of teachers, or the Association, as long as the individual or group of teachers are members of the bargaining unit.
5. The term “days” shall mean calendar days, unless otherwise specified.
6. The “grievance team” shall be composed of three (3) members of the Association.

### C. General Principles

1. The failure of an aggrieved person to proceed to the next step within the time limits set forth shall be deemed to be an acceptance of the decision previously rendered and shall constitute a waiver of any future appeal concerning the particular grievance.

2. At any level the failure of the administrator to communicate his/her decision within the specified time limit shall permit the teacher and/or the grievance committee to proceed to the next level.
3. If any building representatives or member of the grievance team is a party of interest to any grievance, he/she shall disqualify himself/herself and a substitute shall be named by the Association.
4. The number of days at each level shall be considered as a maximum and an effort should be made to expedite the process. Additional days may be used at any level by mutual agreement.
5. In the event a grievance is filed on or after June 1<sup>st</sup>, which if left unresolved until the beginning of the following school year, could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.
6. In the event a grievance is based on a complaint which the building administrator or supervisor has not created, then the grievance may be filed with the appropriate administrator after a Level One discussion with that administrator. Such grievances will then proceed to Level Three, or Level Four, if the Superintendent was involved in the initial hearing.

**D. Procedure**

**1. Level One**

A teacher with a complaint shall discuss it within fourteen (14) days of the event or occurrence, which is its basis with his/her building administrator or supervisor in an attempt to reach a satisfactory solution. Following the initial discussion, either party may involve their representatives in additional discussions in order to effect an equitable solution.

**2. Level Two**

If the teacher is not satisfied with the disposition of his/her complaint he/she may within the next seven (7) days file a grievance (see Appendix E) and arrange for a meeting of him/herself and his/her Association representative with the building administrator or supervisor to again seek a satisfactory solution. Within seven (7) days from receipt of the grievance by the building administrator or supervisor he/she shall render a decision in writing to the grievant.

**3. Level Three**

If the teacher is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within seven (7) days after presentation of the grievance, he/she may file the grievance within seven (7) days with the Superintendent of Schools or his/her designee.

Within fourteen (14) days, the Superintendent of Schools shall meet with the Association on the grievance and shall indicate his/her disposition of the grievance in writing within seven (7) days of such meeting and shall furnish a copy hereof to the Association. Every attempt will be made to present all pertinent facts and reasons for the grievance at this level.

**4. Level Four**

If the Association is not satisfied with the disposition of the grievance at Level Three (or if no disposition has been made within the period above provided), and if the Association believes that the grievance is meritorious and should be arbitrated the grievance may be submitted to arbitration by the Association before an impartial arbitrator.

A panel of arbitrators shall be selected by the following process:

- a. The Board and JEA shall each submit a list of five (5) arbitrators.
- b. The Board and the JEA shall each strike two (2) names from the combined list of arbitrators.

Each arbitration case will be assigned by draw from the panel of six (6) arbitrators.

The rules of the American Arbitration Association shall govern the arbitration proceedings.

The right to demand arbitration over an unadjusted grievance is limited to a period of thirty (30) calendar days from the final action taken on such grievance under the last step in the grievance procedure immediately prior to arbitration and any grievance not submitted within such period shall be deemed settled on the basis of the last answer given.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have the authority only to interpret this Agreement and shall have no power to alter, add to or subtract from the terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction. The fees and expenses of the arbitrator shall be paid by the losing party and the arbitrator shall be empowered to assess costs in accordance with this concept.

If the Association and Board mutually agree, steps of the grievance procedure may be waived and the grievance submitted immediately to arbitration without regard to remaining steps with the understanding that a submission of facts and stipulations of issues will be agreed to facilitate the arbitration process.



**E. Rights to Representation.**

In no event shall any teacher be represented by an officer, agent or representative of any organization in conflict or competition with the Association. Provided further, when a teacher is not represented by the Association, the Association shall have the right on its request to have its representative present to state its views at all stages of the grievance procedure.

**F. Miscellaneous.**

It is understood that the grievance team has the right to talk to relevant administrators regarding an active grievance at any level of the procedure. Release time for investigation shall be held to a minimum subject to approval by the Executive Director of Human Resources, which will not be unreasonably withheld. Under normal circumstances the investigation of a grievance team will necessitate no more than one-half (1/2) day released time for each of the members of the committee. Those investigations which can be conducted outside of school hours, should be so scheduled.

It is the professional responsibility of JEA to inform the Executive Director of Human Resources of the necessity for such released time. It will not be necessary for the Association to reveal the exact course which the Association intends the investigation to take.

**G. Concerted Effort.**

The Board and the Association agree to the principle that differences shall be resolved by appropriate and peaceful means concerning any matter which is subject to the grievance procedure without interruption of the school program. Accordingly, the Association agrees that during the term of this Agreement, it shall not direct, instigate or support any strike action in such cases against the Board.

As used herein, the term "strike" shall mean the concerted 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 the duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions or compensation, or the rights, privileges or obligations of the employment. Failure of employee(s) to return to his/her workstation upon request by Board officials shall result in disciplinary action up to and including discharge.

## **ARTICLE XXIV – PROFESSIONAL COUNCIL**

- A. The Professional Council shall be composed of the UniServ Director and four (4) members appointed by the Board of Directors of the Association, at least one (1) of whom was a member of the team who negotiated this Contract, the Superintendent and four (4) persons designated by him/her.
- B. The Professional Council shall meet when requested by either party to discuss and study subjects relating to the school system.

- C. The Professional Council is empowered to appoint and arrange meetings for committees composed of teachers and administrators to study and report. Upon completion of its study and report on the subject assigned to it, each committee shall be considered dissolved.
- D. The clerical expenses of the Professional Council and its sub-committees shall be paid by the Board.
- E. Association representatives on the Professional Council shall be released from school duties for meetings of the Professional Council without loss of salary to hold such meetings during the school day.
- F. The Professional Council shall have the authority to amend the student teaching program plan including distribution of student teacher monies.
- G. The Professional Council shall be empowered to approve in-service training programs operated by the Board for salary credit.
- H. The Professional Council shall act as a negotiating committee, which shall review the administration of the Agreement. Should mutually acceptable amendments be agreed upon, then these amendments shall be subject to ratification by the Board and the Association. The Professional Council shall be empowered to effect relief to resolve special problems pending ratification by the Association Representative Assembly and the Board. In no way is this intended to bypass the grievance procedure.

## **ARTICLE XXV – SCHOOL BUILDING COMMITTEES**

- A. A committee of teachers shall be created in each school building from the faculty of that building. Election of committee members will be on the second (2<sup>nd</sup>) Monday in September by secret ballot in their respective buildings. It is mutually agreed between the parties that school building committees shall not be interpreted to have the authority to prevent or nullify rules or regulations promulgated by the Board which are consistent with the terms of the Agreement. This Article shall not be interpreted as relieving the Board of the duty of discussion and consultation about such rules prior to their implementation.
  - 1. In schools having a faculty of fewer than forty (40) teachers, the committee shall consist of three (3) teachers.
  - 2. In schools having a faculty of at least forty (40) teachers, but fewer than eighty (80) teachers, the committee shall consist of five (5) teachers.
  - 3. In schools having a faculty of eighty (80) or more teachers, the committee shall consist of seven (7) teachers.
- B. All elections under Section A, above, shall be conducted by the Association members within the school.

- C. The building administrator and the school building committee shall meet upon the request of either the building administrator or the committee to discuss school operations and questions relating to the implementation of this Agreement. These meetings shall occur not more than biweekly except in emergencies or by mutual consent.
- D. The building administrator may have additional administrative staff from the building present at such meetings if he/she so desires. Proposed changes in existing rules and procedures and new rules and procedures for each school shall be subjects for discussion at such meetings. If the administrator adopts new or changed rules or regulations, they shall not be inconsistent with this Agreement. Such rules and procedures will be developed after consulting with the School Building Committee.

### **ARTICLE XXVI – INNOVATIVE PROGRAMS**

- A. Innovative programs will be encouraged but such programs will be subject to the guidelines as outlined in this Article. This Article shall not apply to District-wide changes in programming and curriculum or to any experimental or pilot program within the meaning of Section 15 (3) (h) of Act 112 of 1994.
- B. An innovative program will begin when all of the following have been satisfied:
  - 1. Discussion of such programs by the staff or department directly affected will be preceded by distribution of available information about the program. If possible, authorities in the area of the innovation should be consulted for information.
  - 2. If the program is adopted by at least seventy-five percent (75%) of the affected staff, in a secret ballot election, then the transfer procedure will be utilized by teachers who do not wish to participate.
  - 3. All programs must be presented to the Professional Council. Programs which receive the approval of the Professional Council will then be presented to the Board.
  - 4. Programs that are approved and put into effect shall be funded.
- C. Programs that have been put into effect must be evaluated at least once each school year. Such evaluations must be reduced to writing and distributed for staff information if the program is considered for extension. Extension, if requested, will be subject to the provisions of paragraph “B” above.

### **ARTICLE XXVII – TEACHERS IN CHARGE**

- A. There shall be appointed in each school a teacher-in-charge (TIC). No teacher shall be appointed TIC without the teacher’s consent and no probationary teacher shall serve as a TIC.

- B. In cases where there are building administrators split between more than one (1) building there shall be a full time aide exclusively assigned to the TIC for all scheduled time during which the building administrator is absent from the building.
- C. In cases where it is necessary for the building administrator to be absent from the building for a major portion of the school day, the TIC shall be informed of the name, whereabouts and phone number of an administrator who shall be available to assist the TIC, if necessary.
- D. In cases of regularly scheduled absences of the building administrator from the building, the TIC shall be informed of the name of another individual within the building (either a teacher aide or other responsible person) who can come immediately to the TIC's room and remain there throughout the time the TIC is absent from the classroom. To the extent possible, this shall also be done for emergency, unscheduled absences of the building administrator from the building.
- E. TIC's shall be informed at all times as to occasions when the building administrator is absent from the building.

### **Article XXVIII – Terminal Payment Plan**

- A. **Eligibility.** A teacher must have twelve (12) continuous full years of service with the District as a teacher and member of this bargaining unit and must retire under the Michigan Public Schools Employee Retirement System at the end of the then current school year (June 30) or at the end of the first semester of the next school year to be eligible to participate in this Terminal Payment Plan.
- B. **Notice of Participation.** Eligible teachers must give written notice of their intent to participate and retire no later than February 15, of the current school year, subject to the right to withdraw the notice of participation and retirement at any time before May 15, of the current school year. Notwithstanding the foregoing, retirement at other times may be allowed and will be allowed at other times when a teacher is eligible for disability retirement.
- C. **Terminal Payment Benefit.** An eligible retiring teacher shall receive a terminal payment in an amount equal to Five Hundred Dollars (\$500.00) for each continuous year of service with the District as a teacher and member of this bargaining unit, but not to exceed in the aggregate Seventeen Thousand Five Hundred Dollars (\$17,500.00).
- D. **Payment of Benefit.** The terminal payment benefit shall be paid in five (5) equal annual installments commencing January 15<sup>th</sup> of the calendar year after retirement and continuing on January 15<sup>th</sup> of each of the next four (4) years; provided that all payments shall be made within five (5) years after a teacher's retirement date. All payments shall be made on behalf of the retiring eligible teacher to the VALIC post separation (403(b) tax deferred annuity plan. In the event of the death of the eligible retired teacher before all terminal payments are made the remaining payments shall be made to the teacher's named beneficiary or his or her estate.

- E. **Continuation of Health Insurance.** In addition to the terminal payment benefit the District shall continue the eligible retiring teacher's health insurance coverage as specified in this Agreement until such time as the retired teacher becomes eligible for health insurance coverage under the Michigan Public Schools Employee Retirement System.

## **ARTICLE XXIX – ANNEXATION, CONSOLIDATION OR OTHER REORGANIZATION OF THE DISTRICT**

During the life of this Agreement, if annexation, consolidation or reorganization with one (1) or more districts in whole or in part is to take place, the Board agrees to notify the Association in advance so that the Association may negotiate the effect of such change upon its members prior to such annexation, consolidation or reorganization taking place.

## **ARTICLE XXX – INSTRUCTIONAL OVERLOADS**

- A. Definition – Any instructional assignment which exceeds the weekly pupil contact time maximum established in this Agreement, i.e., Secondary – Twenty-five (25) instructional periods per week; Elementary – twenty-six (26) hours and twenty (20) minutes per week.
- B. Overload assignments will be kept to a minimum. Prior to assigning an overload, the District will first make every effort to combine unassigned classes so as to allow for recalls and creation of new jobs.
- C. Efforts will be made to offer overload classes at the beginning or end of the school day.
- D. Postings and Filling of Overload:
1. Article VIII shall not apply in regard to the posting and filling of overloads.
  2. Overloads, which are known prior to the start of the school year, will be posted for seven (7) days prior to the opening of school.
  3. A teacher may request to be notified of overload vacancies occurring during the summer period. Notification will be made by first class mail.
  4. Overloads, which are created after the beginning of the school year, shall be posted in all buildings for a minimum of three (3) work days.
  5. The position will be awarded to the applicant with the highest seniority in the department where the overload exists who is certified and qualified, including "highly qualified," for the overload assignment. For overloads created after the start of the school year, the reasonable availability of the applicant shall become an additional factor in awarding the overload. Overloads not filled from within the department shall be posted District-wide and awarded to the applicant with the highest seniority who is certified and qualified, including "highly qualified," for the overload assignment.

6. Overload assignments, when awarded, shall not be considered to be continuing annual assignments. Each overload will be posted as a vacancy each year or semester; whichever is consistent with the posting.
- E. **Compensation.** Overload assignments shall be compensated as follows:
1. Secondary overloads – an additional twenty percent (20%) of the teacher's instructional salary per each additional class period assigned.
  2. Elementary overloads – an additional twenty percent (20%) of the teacher's instructional salary for each additional instructional assignment of up to five (5) hours per week.

### **ARTICLE XXXI – MISCELLANEOUS PROVISIONS**

- A. This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendments to this Agreement.
- B. Any individual contract between the Board and an individual teacher, heretofore executed, shall be subject to and consistent with the terms and conditions of the Agreement. Any individual contract 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, during its duration, shall be controlling.
- C. This Agreement shall supersede any rules, regulations or practices of the Board pertaining to this bargaining unit which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.
- D. If and when any of the provisions of this Agreement or any application of this Agreement to any teacher or group of teachers shall be found contrary to the law, then such provisions shall not be deemed valid and subsisting, except as and to the extent permitted by law, or if and when provisions or terms of this Agreement are found to be in conflict or inconsistent with the laws of the State of Michigan, now conferred by or contained in any present or future law relating to schools and education, then the latter shall govern, but all other lawful provisions or applications of this Agreement shall continue in full force and effect.
- E. Copies of this Agreement entitled, "Professional Negotiations Agreement between the Jackson Public Schools and the Jackson Education Association, MEA-NEA" shall be printed in approximately five and one-half inches (5-1/2") by eight and one-half inches (8-1/2") booklet form. The printing shall be done at the expense of the Board provided the MEA, at its expense, print copies of the JESPA, JPA, and JESA contracts. The Agreement shall be printed within thirty (30) days of signing of the contract or closest day to that period. Copies of the contract shall be provided for all professional staff under contract and a copy shall be given to each new teacher when the tax withholding and other forms are completed at the personnel office.

**ARTICLE XXXII – DURATION OF AGREEMENT**

This Agreement shall be effective as of August 26, 2009 and shall continue in effect until midnight the 25th day of August, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives.

**JACKSON EDUCATION ASSOCIATION, INC., JACKSON, MICHIGAN**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Melissa Anderson, President

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Lisa Rando, Vice President

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Jonathan Harmon, MEA UniServ Director

**THE JACKSON BOARD OF EDUCATION, JACKSON PUBLIC SCHOOLS,  
JACKSON, MICHIGAN**

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
David Halsey, President

BY: \_\_\_\_\_ Dated: \_\_\_\_\_  
Timothy Levy, Secretary

**APPENDIX A-1  
JACKSON PUBLIC SCHOOLS  
DISTRICT CALENDAR  
2009 -- 2010**

First Trimester						
M	T	W	TH	F	Pupil Days	Staff Days
<b>AUGUST 2009</b>						
31PD					1	1
<b>SEPTEMBER 2009</b>						
	1PD	2PD	3*	4H	2	3
7H	8	9	10	11	4	4
14	15	16	17	18	5	5
21	22	23	24	25	5	5
28	29	30			3	3
<b>OCTOBER 2009</b>						
			1	2	2	2
5	6	7	8	9	5	5
12	13	14	15	16	5	5
19	20	21	22	23	5	5
26	27	28	29	30	5	5
<b>NOVEMBER 2009</b>						
2	3	4	5	6	5	5
9	10	11	12	13	5	5
16	17	18LS	19	20	5	5
23	24	25	26H	27H	3	3
30					1	1
<b>DECEMBER 2009</b>						
	1	2	3 +	4R	3	4
<b>TRIMESTER TOTALS</b>					<b>64</b>	<b>66</b>

- \* Staff Only
- H Holidays for Staff and Students
- R Records Day/No Students
- PD Professional Development
- Late Start (PD)/No Students
- LS Students
- HD Half Day
- End of trimester



Second Trimester						
M	T	W	TH	F	Pupil Days	Staff Days
<b>DECEMBER 2009</b>						
7	8	9	10	11	5	5
14	15	16LS	17	18	5	5
21H	22H	23H	24H	25H	0	0
28H	29H	30H	31H		0	0
<b>JANUARY 2010</b>						
				1H	0	0
4	5	6	7	8	5	5
11	12	13	14	15	5	5
18H	19	20LS	21	22	4	4
25	26	27	28	29	5	5
<b>FEBRUARY 2010</b>						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15H	16	17LS	18	19	4	4
22	23	24	25	26	5	5
<b>MARCH 2010</b>						
1	2	3	4	5	5	5
8	9	10	11	12	5	5
15	16 †	17LS/R			3	3
<b>TRIMESTER TOTALS</b>					<b>61</b>	<b>61</b>

- \* Staff Only
- H Holidays for Staff and Students
- R Records Day/No Students
- PD Professional Development
- Late Start (PD)/No Students
- LS Students
- HD Half Day
- End of trimester

Third Trimester						
M	T	W	TH	F	Pupil Days	Staff Days
<b>MARCH 2010</b>						
			18	19	2	2
22	23	24	25	26	5	5
29	30	31			3	3
<b>APRIL 2010</b>						
			1	2H	1	1
5H	6H	7H	8H	9H	0	0
12	13	14	15	16	5	5
19	20	21LS	22	23	5	5
26	27	28	29	30	5	5
<b>MAY 2010</b>						
3	4	5	6	7	5	5
10	11	12	13	14	5	5
17	18	19	20	21	5	5
24	25	26	27	28	5	5
31H					0	0
<b>JUNE 2010</b>						
	1	2	3	4	4	4
7	8	9	10*R	11	3	4
<b>TRIMESTER TOTALS</b>					<b>53</b>	<b>54</b>
<b>ANNUAL TOTALS</b>					<b>178</b>	<b>181</b>

- \* Staff Only
- H Holidays for Staff and Students
- R Records Day/No Students
- PD Professional Development
- Late Start (PD)/No Students
- LS Students
- HD Half Day
- End of trimester

## **JACKSON PUBLIC SCHOOLS SCHOOL YEAR CALENDAR**

**2009-2010**

August	31	Professional Development
September	1-2	Professional Development
	3	Teacher Work Day
	4	No School
	7	Labor Day, no school
	8	Half day students/full day staff
	30	Student Count Day
October	8	JHS Conferences, Half Day JHS students only
November	11-13	K-8 Conferences, Half Day Students/Full Day Staff
	18	Late Start (grade level)
	25	Half day students/staff
	26-27	Thanksgiving Break
December	2-3	JHS Exams (early dismissal, JHS only)
	3	End of 1 <sup>st</sup> trimester
	4	Records Day/no students
	16	Late Start (district level)
	21-31	Winter Break
January	1	Winter Break
	14	JHS Conferences, evening
	15	JHS only ½ day students/staff
	18	Martin Luther King, Jr. day, no school students/staff
	20	Late Start (building level)
February	10	Student Count Day
	12	K-6 Spring conference, ½ day all students (K-12)
	15	Presidents' Day, no school
	17	Late Start (grade level)
March	9	JHS/Wilson MME testing (11 <sup>th</sup> grade only)
	10-11	Late start (JHS/Wilson 9, 10, 12 only)
	15-16	JHS Exams (early dismissal, JHS only)
	16	End of 2 <sup>nd</sup> trimester
	17	Professional Dev (district level)/Records Day/no students
April	2	Half Day work – non unit, mechanics, plumber, warehouse, JESA, JPSAA only
	2-9	Spring Break; no students/teachers
	21	Late Start (building level)
May	28	JHS Graduation
	31	Memorial Day, no school
June	3	Wilson Graduation
	8-9	JHS Exams, half days (JHS students)
	9	Last ½ day, students
	10	Last full day, teachers

Late Start – staff professional development; students will arrive 1.5 hours late.

Revised July 23, 2009

**APPENDIX B-1  
JACKSON PUBLIC SCHOOLS  
PROFESSIONAL NEGOTIATIONS AGREEMENT**

A. Salary Scale Index

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	0.895390	1.000000	1.080110	1.153610	1.228070	1.302530
2	0.946280	1.057460	1.147960	1.227150	1.306280	1.387380
3	0.990560	1.114990	1.216760	1.301610	1.385470	1.473120
4	1.037700	1.172450	1.285570	1.375090	1.464660	1.557960
5	1.084840	1.229970	1.354370	1.448620	1.542860	1.642800
6	1.131920	1.287440	1.422220	1.522120	1.622050	1.727590
7	1.179060	1.344940	1.491030	1.595660	1.701200	1.812430
8	1.227150	1.402460	1.559860	1.669160	1.779450	1.897240
9	1.274230	1.459930	1.627710	1.743620	1.858580	1.983000
10	1.321370	1.517420	1.696510	1.817130	1.937780	2.067850
11	1.368510	1.574920	1.765290	1.890630	2.015990	2.152670
12	1.382030	1.590510	1.782780	1.909370	2.035960	2.173960

New Salary Index resulting from eliminating and adding steps effective 08/25/2009.

Level 1 = Non-Degree

Level 2 = Bachelor's Degree

Level 3 = Master's Degree or 30 Semester Hours Graduate Work

Level 4 = 60 Semester Hours Graduate Work Including a Master's Degree

Level 5 = Level 4 Plus 30 Semester Hours Graduate Work

Level 6 = Doctor's Degree

- B. A guaranteed minimum base salaries index, index 1.00, shall be as follows:
1. School Year 2009-2010: The maximum base salaries, Index 1.00, shall be no greater than \$37,847.
  2. School Year 2010-2011: The maximum base salaries, Index 1.00, shall be no greater than \$38,604.
- C. Employees must receive an advanced degree from an approved institution as listed in the "Manual on Certification and Preparation of Educational Personnel in the United States" (NASDTEC) in order to receive salary advancement. Any exceptions to the foregoing requirement will be a matter for discussion at Professional Council.

All employees who start an advanced degree after May 1, 1996 must receive such degree from an approved institution in the above-mentioned manual in order to receive salary advancement. Any exceptions to this will be a matter for discussion at Professional Council.

**APPENDIX B-1-A**  
**JACKSON PUBLIC SCHOOLS**  
**PROFESSIONAL NEGOTIATIONS AGREEMENT**  
**2009-2010 Teacher Salary Schedule**

Step	Level 1	Level 2	Level 3	Level 4	Level 5	Level 6
1	33,888	37,847	40,879	43,661	46,479	49,297
2	35,814	40,022	43,447	46,444	49,439	52,508
3	37,490	42,199	46,051	49,262	52,436	55,753
4	39,274	44,374	48,655	52,043	55,433	58,964
5	41,058	46,551	51,259	54,826	58,393	62,175
6	42,840	48,726	53,827	57,608	61,390	65,384
7	44,624	50,902	56,431	60,391	64,385	68,595
8	46,444	53,079	59,036	63,173	67,347	71,805
9	48,226	55,254	61,604	65,991	70,342	75,051
10	50,010	57,430	64,208	68,773	73,339	78,262
11	51,794	59,606	66,811	71,555	76,299	81,472
12	52,306	60,196	67,473	72,264	77,055	82,278

**BA Base 2009-2010 = 37,847**

Level/Step 2-1

Eliminate 2008/09 Salary Schedule Step 1

1.0% Increase to 2008/09 Salary Schedule Steps 2-12

Re-number Steps 1-11 for 2009/10

Create New Step 12 – 2.0% Increase to 2008/09 Salary Schedule Step 12

Level 1 = Non-Degree

Level 2 = Bachelor's Degree

Level 3 = Master's Degree or 30 Semester Hours Graduate Work

Level 4 = 60 Semester Hours Graduate Work Including a Master's Degree

Level 5 = Level 4 Plus 30 Semester Hours Graduate Work

Level 6 = Doctor's Degree

**APPENDIX B-1-B  
2010-2011 Teacher Salary Schedule**

<b>Step</b>	<b>Level 1</b>	<b>Level 2</b>	<b>Level 3</b>	<b>Level 4</b>	<b>Level 5</b>	<b>Level 6</b>
<b>1</b>	34,566	38,604	41,697	44,534	47,408	50,283
<b>2</b>	36,530	40,822	44,316	47,373	50,428	53,558
<b>3</b>	38,240	43,043	46,972	50,247	53,485	56,868
<b>4</b>	40,059	45,261	49,628	53,084	56,542	60,143
<b>5</b>	41,879	47,482	52,284	55,923	59,561	63,419
<b>6</b>	43,697	49,700	54,903	58,760	62,618	66,692
<b>7</b>	45,516	51,920	57,560	61,599	65,673	69,967
<b>8</b>	47,373	54,141	60,217	64,436	68,694	73,241
<b>9</b>	49,190	56,359	62,836	67,311	71,749	76,552
<b>10</b>	51,010	58,578	65,492	70,148	74,806	79,827
<b>11</b>	52,830	60,798	68,147	72,986	77,825	83,102
<b>12</b>	53,352	61,400	68,822	73,709	78,596	83,924

**BA Base 2010-2011 = 38,604** Level/Step 2-1  
**2.0% increase on all steps and levels.**

- Level 1 = Non-Degree
- Level 2 = Bachelor's Degree
- Level 3 = Master's Degree or 30 Semester Hours Graduate Work
- Level 4 = 60 Semester Hours Graduate Work Including a Master's Degree
- Level 5 = Level 4 Plus 30 Semester Hours Graduate Work
- Level 6 = Doctor's Degree

**APPENDIX B-2**  
**Supplementary Salaries**

During the term of this contract all supplementary salary amounts including counselor per diem, will be determined by \$31,265 as a base to determine supplemental salaries in 2009-2010; and 2010-2011.

**A. Coaching Salary Differentials**

Coaching salary differentials for overtime assignment shall be as follows: With no released time from regular full teaching load. Supplementary salary rate formula for both junior and senior high athletics shall be automatically annually adjusted to reflect length of the athletic season. All percentages shall be applied to a base salary of \$31,265.

	<b>Weeks in Season</b>	<b>Hours</b>	<b>Total</b>	<b>% of B.A. Base + Responsibility</b>	<b>= Total</b>
<b>Male Sports</b>					
H. Football	16	15	240	.102	24.48
A. Football	16	15	240	.060	14.40
Football 9	16	15	240	.060	14.40
H. Basketball	19	15	285	.076	21.66
A. Basketball	19	15	285	.060	17.10
Basketball 9	16	12.5	200	.060	12.00
H. Swimming	16	15	240	.065	15.60
A. Swimming	16	15	240	.060	14.40
H. Wrestling	16	15	240	.065	15.60
A. Wrestling	16	15	240	.060	14.40
H. Baseball	14	15	210	.065	13.65
A. Baseball	12	15	180	.060	10.80
Baseball 9	12	12.5	150	.060	9.00
H. Tennis	12	15	180	.065	11.70
A. Tennis	11	15	165	.060	9.90
Golf	10	15	150	.065	9.75
H. Soccer	13	15	195	.065	12.68
A. Soccer	13	15	195	.060	11.70
Soccer 9	10	15	150	.060	9.00
H. Hockey	17	15	255	.065	16.58
<b>Male/Female Sports</b>					
H. Cross Country	12	15	180	.0975	17.55
A. Cross Country	12	15	180	.060	10.80
H. Track	13	15	195	.0975	19.01
A. Track	13	15	195	.060	11.70
<b>Female Sports</b>					
H. Tennis	10	15	150	.065	9.75



A. Tennis	10	15	150	.060	9.00
<b>Female Sports (Cont.)</b>	<b>Weeks in Season</b>	<b>Hours</b>	<b>Total</b>	<b>% of B.A. Base + Responsibility</b>	<b>= Total</b>
H. Swimming	15	15	225	.065	14.63
A. Swimming	15	15	225	.060	13.50
H. Basketball	17	15	255	.076	19.38
A. Basketball	17	15	255	.060	15.30
Basketball 9	14	12.5	175	.060	10.50
H. Gymnastics	18	15	270	.065	17.55
A. Gymnastics	17	15	255	.060	15.30
H. Volleyball	17	15	255	.065	16.58
A. Volleyball	15	15	255	.060	13.50
Volleyball 9	13	12.5	162.5	.060	9.75
H. Softball	14	15	210	.065	13.65
A. Softball	14	15	210	.060	12.60
Softball 9	11	12.5	137.5	.060	8.25
Golf	11	15	165	.065	10.73
H. Soccer	14	15	210	.065	13.65
A. Soccer	14	15	210	.060	12.60
Soccer 9	11	15	165	.060	9.90
Football Cheerleading	15	12	180	.060	10.80
Basketball Cheerleading	19	12	228	.060	13.68
<b>Middle School Sports</b>					
Head M. Basketball 7-8	12	12.5	150	.060	9.00
A.M. Basketball 7-8	12	12.5	150	.043	6.45
Head F. Basketball 7-8	10	12.5	125	.060	7.50
A. F. Basketball 7-8	10	12.5	125	.043	5.38
Male Basketball 7-8	12	12.5	150	.060	9.00
H. Football 7	10	11.7	117	.060	7.02
A. Football 7	10	11.7	117	.043	5.03
P.A. Football 7	10	11	110	.043	4.73
H. Football 8	10	11.7	117	.060	7.02
A. Football 8	10	11.7	117	.043	5.03
P.A. Football 8	10	11	110	.043	4.73
Wrestling 7-8	8	12.5	100	.060	6.00
Head Volleyball 7-8	8	12.5	100	.060	6.00
A. Volleyball 7-8	8	12.5	100	.043	4.30
H. Co-ed Track 7-8	8	12.5	100	.060	6.00
A. Co-ed Track 7-8	8	12.5	100	.043	4.30
Cross Country 7-8	9	12.5	112.5	.060	6.75
Cheerleading	12	8.0	96.0	.060	5.76

B. **Intramural Rate:** .00054 x \$31,265 (2009-2010)  
.00054 x \$31,265 (2010-2011)

C.	Elementary	Middle School	Senior High
** Building Technology Specialist		See Letter of Agreement attached at end of this contract.	15.0%
Core Dept. Chairs (6) (English, Math, Science, Social Studies, Literacy and AP Coordinator)		4.0%	6.0%
Other Dept. Chairs (Art, Guidance, Foreign Language, Music, Physical Education)			2.0%
Senior Class Advisor			4.0%
District Testing Tech.		1%/ Hour	31.27/Hour
Elem. Complex Gifted	5.0%		

D. Supplemental salaries for voluntary assignments beyond the normal school day/year. All percentages shall be applied to the following amounts: \$31,265 (2009-2010; and 2010-2011). The salaries for all new voluntary assignments on the schedule below, including determination of the terms and conditions of employment, shall be negotiated by the parties to this Agreement before anyone may be employed for the position.

	Elementary	Middle School	Senior High
Band		7.5%	14.00%
Orchestra		2.5%	4.00% (Including Pep Band)
Vocal Music		4.0%	8.75%
Cooperative Programs			8.00%
** Yearbook Advisor		8.0%	8.00%
** Newspaper Advisor		4.0%	8.00%
Debate			11.00%
Forensics			5.00%
Dramatics			10.00%
* Counselors		\$926.00	\$926.00
Drivers Education		1%/Hour	1%/Hour
Adult Education		1%/Hour	1%/Hour
Hourly Substituting		1%/Hour	1%/Hour
Tutors	.06%/Hour	.06%/Hour	.06%/Hour
Title I	.06%/Hour	.06%/Hour	.06%/Hour
Elem. Back-to-Back	6.0%		
Middle School Student Council Advisor		4.0%	
Summer School Instr.	\$32.79/Hour	\$32.79/Hour	\$32.79/Hour

Enrichment Classes	\$12.60/Hour	\$12.60/Hour	\$12.60/Hour
Academic Coach JHS			20%
	<b>Elementary</b>	<b>Middle School</b>	<b>Senior High</b>
Job Week Coordinator			10%
Coordinator of Social Workers			20%
Equations Coord.			12%
Equations Coach			10%
Coordinator for Health and Human Services			25%
School Detention Coordinator 07-08		\$16.23/Hour	\$16.23/Hour
School Detention Coordinator 08-09		\$16.48/Hour	\$16.48/Hour

\* Co-op program teachers must accept the above indicated differential for each section taught. The teacher must then make arrangements for an amount of time equal to two and one-half (2 1/2) hours additional duty time per week above the time commitment required for other classroom teachers. The use of time shall be consistent with the assignment.

\* Counselors may accept or decline the above indicated differential. If the counselor accepts the differential an arrangement for an amount of time equal to two and one-half (2 1/2) hours additional duty time per week shall be required. The use of time shall be consistent with the duties of the assignment. Counselor's supplements for all existing counselors (including previous counselors) as of 1977-78 school year will continue. Teachers becoming counselors without prior counseling experience in the District will not receive the supplemental rate after September 1, 1977.

\*\* If assignment is reduced by one (1) period, the supplementary salary will not be paid.

- E. All District counselors employed for additional days of work shall be paid at the Adult Education hourly rate.
- F. Teachers who are required to use their car in the performance of their duties shall be reimbursed at the maximum mileage allowed by IRS without reporting such mileage as income. Portal to portal mileage is not eligible for reimbursement. In addition:
  1. Professional responsibilities will include keeping a daily mileage record unless the teacher has a regular schedule of trips.
  2. Transportation to professional conferences or meetings requested by the Board will be reimbursed at the current per mile rate.
  3. Mileage allowance will be paid on a monthly basis.

- G. Special Education teachers not assigned to specific buildings, i.e., social workers, school psychologists, diagnosticians, consultants, speech therapists, and homebound teachers, may limit their active duty time to the same as the required hours of duty time of a classroom teacher in the primary area (elementary or secondary) to which such personnel is assigned.
- H. If a compensatory education program is mandated by law and/or regulation under law, the hours and pay for teacher work will be subject to negotiations. Failure to reach agreement will result in the unsettled issue for being submitted to Level IV of the grievance procedure for a final and binding decision by the arbitrator.
- I. Compensation for voluntary instructional assignments beyond the normal school year/day, including, but not limited to adult education, summer school, counseling and teacher consultant assignments, including scheduling, shall be compensated at an hourly rate of \$32.79 (1% of \$32,792.00).
- J. Voluntary supplemental credit courses less than 90 hours that begin after the start of a semester shall be compensated at an hourly rate of \$32.79 (1% of \$32,792.00). Such supplementary courses shall be identified as such when posted and the posting shall include the \$32.79 rate. Such posting will be made before the start of the semester to the extent practical.
- K. Compensation for all other voluntary assignments beyond the normal school day/year shall be compensated at the rate of Twenty-four Dollars (\$24.00) an hour. Such assignments shall not exceed ten (10) hours unless agreed to in writing by the JEA President or designee and the Superintendent or designee.

**APPENDIX C**  
**Application for Leave of Absence**

In accordance with my current negotiated agreement, I hereby make application for approval of absence for the date(s) and reason(s) indicated below:

Date(s): \_\_\_\_\_ All Day \_\_\_\_\_ Specific Times \_\_\_\_\_

**Reasons:** (Please Check One)

Personal Business

Personal Illness

Illness in immediate family

\_\_\_\_\_ (Relationship)  
Vacation

Death in immediate family

\_\_\_\_\_ (Relationship)  
Death other than immediate family

\_\_\_\_\_ (Relationship)  
Without Pay

Other \_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Employee's Signature

Date \_\_\_\_\_ Signed \_\_\_\_\_  
Immediate Supervisor

-----  
The above request for leave is:  Approved \_\_\_\_\_

Not Approved \_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_

Reason for not approving \_\_\_\_\_

**NOTE:** This form is to be sent to the appropriate office as soon as the employee completes it and it is signed by the Immediate Supervisor.

**APPENDIX D**  
**Authorized Payroll Deductions**

**Optional Deductions.**

The Board shall deduct, in addition to deductions previously stated in the Agreement, the following optional deductions upon the written request of any professional employee. Deductions for each of those listed will be made only if sufficient funds are available in the teacher's check. Deductions shall be priorities in the following order, the last being deleted from the deduction schedule first if funds are insufficient.

A. **Government Bonds.**

Upon request, Bonds may be purchased by the payroll savings plan.

B. **United Way (Services).**

United Fund (Services) donations may be made by payroll deductions. Donations are deducted up to 20 pay periods with the last pay in June.

C. **Credit Union**

Deductions for Educators and Employees Credit Union shall be made each pay in accordance with regulations established by the Payroll Office and the Credit Union. No change in deduction will be allowed except by specific request to the Credit Union.

D. **Tax-sheltered Annuities**

Deductions will be made for Tax-sheltered Annuities, through the jointly approved programs.

E. **Optional Association Deductions**

Deductions will be made and remittance forwarded to the Association for Association programs, provided that authorization is made by the teacher.

**Distribute to:**

1. Dan Evans, Superintendent
2. Ben Pack, Human Resources
3. Melissa Anderson, JEA President
4. Grievant
5. Building Administrator
6. Jonathan Harmon, MEA UniServ Director
7. Grievance Chairperson(s):  
Melissa Anderson, Hunt  
Lisa Rando, Frost

**APPENDIX E  
GRIEVANCE REPORT FORM  
Jackson Education Association**

Grievance No.:

\_\_\_\_\_

**Refer to PNA for Timeline**

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

**LEVEL I**

The Level I meeting should discuss: (1) clarification of the issue; (2) response by both parties; and (3) resolution of the issue:

Date of initial meeting: \_\_\_\_\_ Those in attendance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of follow-up meeting: \_\_\_\_\_ Those in attendance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**LEVEL II**

Date cause of grievance occurred: \_\_\_\_\_ Response requested from: \_\_\_\_\_

1. Statement of Grievance: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Grievant: \_\_\_\_\_ Date: \_\_\_\_\_

**LEVEL II CONTINUED**

3. **Disposition and rationale by administrator:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Administrator:** \_\_\_\_\_ **Date:** \_\_\_\_\_

4. **Position and rationale of Grievant:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Grievant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEVEL III**

1. **Date received by Superintendent or designee:** \_\_\_\_\_  
2. **Disposition and rationale of Superintendent or designee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Signature of Superintendent or designee:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**LEVEL IV**

1. **Date submitted to arbitration:** \_\_\_\_\_  
2. **Disposition and award of arbitrator:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**APPENDIX F**  
**Guidelines for Assistant Football Coaching Adjustments**

- A. Full Salary
  - 1. JEA member
  - 2. Fully certified teacher
  - 3. Involved in eight (8) mandatory; six (6) major; ten (10) minor duties (see list of required duties).
  
- B. A maximum of two (2) coaches from a total staff of eight (8) full salary coaches, can be reduced salary. (A maximum of four (4) can be hired from the savings realized.)
  - 1. Total of eight (8) or nine (9) high school coaches
    - a. Six (6) varsity and junior varsity coaches
    - b. Three (3) to four (4) freshman coaches
  
- C. When coaches' salaries are reduced, their required duties will be reduced.
  - 1. Full Salary: 8-6-10 Mandatory, Major, Minor
  - 2. 20% Reduction: 8-4-8 Mandatory, Major, Minor
  - 3. 30% Reduction: 8-2-6 Mandatory, Major, Minor
  
- D. List of Required Duties
  - 1. Mandatory Duties
    - a. In-season
      - (1) Organizational Duties
        - i) Practice
        - ii) Game
        - iii) Season
      - (2) Regular Season Practice
      - (3) Equipment Issue, Collection & Inventory
      - (4) Locker Room Supervision
      - (5) Dad's Club Meetings
    - b. Off-season
      - (1) Clinics
      - (2) Staff Meetings
      - (3) Awards Presentation

2. Major Duties

a. In-Season

- (1) Staff Meetings - Varsity Prep.
- (2) Film Analysis
- (3) Compiling and Running Tendency Charts - Opposition
- (4) Varsity Game Night Responsibility
- (5) Scouting
- (6) Taping & Training Duties

b. Off-Season

- (1) Camp Preparation
- (2) Individual Technique Training
- (3) Weight Program
- (4) Agility Program
- (5) Staff Manual Preparation

3. Minor Duties

a. In-Season

- (1) Equipment Supervision
- (2) Statistics
- (3) Award Board Supervision
- (4) Compiling and Running Tendency
- (5) Weight Program
- (6) Disciplinary Responsibility
- (7) Film Exchange Coordinator
- (8) Parents' Night Organizer
- (9) Supervision of Managers
- (10) Away Game Bus Roster & Organization

b. Off-Season

- (1) Player Manual Preparation
- (2) Equipment Reconditioning
- (3) Letter to Parents
- (4) Player Contracts
- (5) Field Equipment Preparation
- (6) Film Review and Highlight
- (7) Training Film Duties
- (8) Team Poster Boards
- (9) Player Evaluation
- (10) Player Counseling

**APPENDIX G-1**  
**Individual Development Plan**

Information and Examples

**NAME OF PROBATIONARY TEACHER:** \_\_\_\_\_

**MUTUALLY DEVELOPED BY:** \_\_\_\_\_

(Probationary Teacher)

\_\_\_\_\_  
(Principal)

**DATE(S) OF OBSERVATION:** \_\_\_\_\_

**GOAL 1:** To develop instructional skills providing for student success.

**PURPOSE OF GOAL:** Assure successful year for students and future for teacher.

**TEACHER PLAN:**

- ◆ Provide daily lessons that involve students in the instruction so that they will achieve the outcomes for the course being taught.
- ◆ Make clear daily the teaching objectives for that day.
- ◆ Check throughout the lesson that students are clearly understanding what is being taught.
- ◆ Re-teach daily if necessary for understanding monitor test results - evaluate the failure rate regularly.

**ADMINISTRATIVE SUPPORT:**

- ◆ Provide examples as needed for each item on the plan.
- ◆ Seek out a mentor teacher to help.
- ◆ Arrange for a conference or in-service on instructional techniques.
- ◆ Be available as a sounding board to talk through concerns.
- ◆ Provide other assistance as requested by the teacher.

**GOAL 2:** To provide an atmosphere conducive to learning.

**PURPOSE OF GOAL:** Make learning a successful, positive experience for students.

**TEACHER PLAN:**

- ◆ Appear professionally.
- ◆ Greet students daily - notice them as individuals.
- ◆ Have your classroom look like a good place to learn.
- ◆ Move around the room - create a positive - yet controlled environment by your position in relationship to students.

**ADMINISTRATIVE SUPPORT:**

- ◆ Provide records and any student information needed to know students.
- ◆ Provide custodial support for room cleanliness and other physical needs.
- ◆ Provide other assistance as requested by the teacher.

**GOAL 3:** To assure that students feel valued in your classroom.

**PURPOSE OF GOAL:** Improve student/teacher relationship.

**TEACHER PLAN:** As the teacher you are directed to do the following:

- ◆ Address students by their name.
- ◆ Do not single out students when correcting the behaviors of all students.
- ◆ Do not discuss an individual student's problems with other students.
- ◆ Do not discuss any class problems with another class.
- ◆ Never ask any student to be a part of any disciplinary action involving other students.
- ◆ Avoid put-down statements that a student doesn't belong in "this" class.
- ◆ Speak privately to students when you need to correct them verbally.
- ◆ Use praise with the class as a whole and with individuals on an individual basis.

**ADMINISTRATIVE SUPPORT:** From the administrator you may expect the following assistance:

- ◆ Provide student name lists in a timely manner.
- ◆ Arrange for in-service training on building student self-esteem.
- ◆ Arrange one-on-one meetings outside of the classroom for you and any student failing to respond individually to your rules.
- ◆ Be available for you for consultation and support help.
- ◆ Follow-up to see that you are on track with your plan.

**GOAL 4:** To communicate to students clear expectations for their performance.

**PURPOSE OF GOAL:** Help students achieve academic success.

**TEACHER PLAN:**

- ◆ Communicate class requirements.
- ◆ Communicate behavioral expectations and their importance to student academic success.
- ◆ Give students deadlines that are known in advance.
- ◆ Evaluate carefully that **ALL** students will be able to meet the class expectations.

**ADMINISTRATIVE SUPPORT:**

- ◆ Be available to discuss expectations with teacher.
- ◆ Provide building discipline plan - what is acceptable behavior in the classroom/building.
- ◆ Provide insights as to what the student success rate should be in an academic class.

**GOAL 5:** To assure that the instructional process is always the central focus.

**PURPOSE OF THE GOAL:** Provide increased instruction.

**TEACHER PLAN:** As the teacher you are directed to do the following:

- ◆ Maintain all students in the classroom under your direction at all times.
- ◆ Demand that students be in their seat when the bell rings and stay there.

- ◆ Prepare lessons that you expect to take ten (10) minutes **MORE** than needed.
- ◆ Examine your lessons so that they vary in style and approach within a given class period.
- ◆ Do not stay seated at your desk - move about the room throughout the class period.
- ◆ Follow the teacher handbook, i.e., **NO PASSES** except in emergencies.
- ◆ Use media and other devices to enhance lessons.

**ADMINISTRATIVE SUPPORT:** From the administrator expect the following support:

- ◆ Visits from the classroom regularly.
- ◆ Notify you immediately if students are "roaming" the halls/building.
- ◆ Provide in-service training on instructional techniques.
- ◆ Follow-up to see you are on track with your plan.
- ◆ Make clear daily the teaching objectives for that day.
- ◆ Check throughout the lesson that students are clearly understanding what is being taught.
- ◆ Re-teach daily if necessary for understanding monitor rest results - evaluate the failure rate regularly.

**JACKSON PUBLIC SCHOOLS  
INDIVIDUAL DEVELOPMENT PLAN**

**Teacher Goals and Planning**

NAME OF PROBATIONARY TEACHER: \_\_\_\_\_

DATE(S) OF OBSERVATION: \_\_\_\_\_

The following goals represent the current goals for my teaching:

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date

(Initial goal development no later than first thirty-two (32) work days of teacher employment.)

**APPENDIX G-2**  
**Teacher Evaluation for Probationary Teacher**

**Confidential**

Teacher \_\_\_\_\_ Grade or Subject \_\_\_\_\_

Evaluator \_\_\_\_\_ School \_\_\_\_\_ Date \_\_\_\_\_

**Key**

**S Satisfactory** Any notation other than satisfactory must be explained in  
**NI Needs Improvement** the comment section and a re-evaluation must occur within  
**U Unsatisfactory** ten (10) school days.  
**NA Not Applicable**

Date	Nature of Contact	Follow-Up

**I. INTERPERSONAL RELATIONSHIPS**

**RELATIONSHIP WITH PUPILS**

Gains confidence and respect of pupils

Can work with pupils of various backgrounds

**RELATIONSHIPS WITH PARENTS**

Is willing to arrange conferences

Uses tact and consideration

**RELATIONSHIP WITH STAFF**

A competent teacher uses discretion when speaking of school or colleagues. Observes "channels" when reporting on matters affecting the welfare of the school and staff.

Shows a willingness to share ideas and techniques

Assumes his/her share of responsibility for activities outside the classroom that furthers the total school program.



**II. TEACHING EFFECTIVENESS**

A competent teacher through his/her study, teaching and the understanding of the age group, seeks to met his/her obligation in advancing the education of each of his/her students.

**PLANNING AND PREPARATION**

Devotes time to gathering materials for teaching

Makes good use of planning time

Uses textbooks and supplementary materials appropriately

Plans thoroughly, both on short and long term basis

Uses community resources appropriate to the course of study

**ABILITY TO INSTRUCT**

Understands age group

Varies teaching methods

Uses Audio-Visual aids to motivate and interest pupils

Develops skills of problem solving and critical thinking in pupils

**ABILITY TO EVALUATE**

Refers to school records and evaluations

Recognizes individual differences and has reasonable expectation levels

Uses a variety of evaluative devices

Uses adequate samples of work in evaluation of students

**CLASSROOM ATMOSPHERE**

A competent teacher controls all classroom activities to assure that the work of individuals and groups is always orderly and effective.

Provides environment for cooperative participation.

Encourages well-directed, purposeful activities.

Handles discipline problems effectively.

Is fair with pupils.

Pays attention to physical facilities of classroom.

Keeps room appropriately organized and interesting

Uses voice effectively

Is punctual in meeting classes

**III. PROFESSIONAL INVOLVEMENT**

Seeks suggestions from administration

Keeps aware of educational development

Willing to experiment with a variety of methods

Takes part in improving the quality of the instructional program of the school

**IV. PERSONAL CHARACTERISTICS**

A competent teacher has a wholesome personality, a sound character, and enjoys good physical, mental and emotional health.

**APPEARANCE, HEALTH**

General appearance

Stamina for the job of teaching

Emotional stability

Appropriate sense of humor

**ATTITUDES**

Completes tasks efficiently and on time

Profits from constructive criticism

**OVERALL EFFECTIVENESS**

Comments: Appraisee -- Self-Evaluation

**Areas of Strengths:**

**Suggestions for Growth:**

I have read the preceding appraisal of my performance and wish to offer the following reaction:

Considering all factors the performance of this teacher is:

\_\_\_\_\_ Satisfactory

\_\_\_\_\_ Unsatisfactory

If the performance is unsatisfactory, a "Plan of Assistance" will be formulated by the appraiser, appraisee, JEA representative and Central Office Administrator.

\_\_\_\_\_  
Signature of Appraisee

\_\_\_\_\_  
Signature of Appraiser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Original to: Personnel Office  
Copies to: Teacher  
Principal

## APPENDIX G-3

### Classroom Observation Report

**Jackson Public Schools**  
**Classroom Observation Report**

**Teacher:** \_\_\_\_\_  
**Administrator:** \_\_\_\_\_

Each of the four domains of the framework below refers to a distinct aspect of teacher performance. Four levels of performance (**U-Unsatisfactory, B-Basic, P-Proficient, D-Distinguished**) are described for each of the components as well as for the elements within each component.

<b>DOMAIN #1</b>		
<b>PLANNING AND PREPARATION</b>		
<b>1a</b>	<b>Demonstrating Knowledge of Content and Pedagogy</b>	
	Knowledge and content	
	Knowledge of prerequisite relationships	
	Knowledge of content-related pedagogy	
<b>1b</b>	<b>Demonstrating Knowledge of Students</b>	
	Knowledge of characteristics of age group	
	Knowledge of students' varied approaches to learning	
	Knowledge of students' skills and knowledge	
	Knowledge of students' interests and cultural heritage	
<b>1c</b>	<b>Selecting Instructional Goals</b>	
	Value	
	Clarity	
	Suitability for diverse students	
	Balance	
<b>1d</b>	<b>Demonstrating Knowledge of Resources</b>	
	Resources for teaching	

<b>DOMAIN #2</b>		
<b>THE CLASSROOM ENVIRONMENT</b>		
<b>2a</b>	<b>Creating an Environment of Respect and Rapport</b>	
	Teacher interaction with students	
	Student interaction	
<b>2b</b>	<b>Establishing a Culture for Learning</b>	
	Importance of content	
	Student pride in work	
	Expectations for learning and achievement	
<b>2c</b>	<b>Managing Classroom Procedures</b>	
	Management of instructional groups	
	Management of transitions	
	Management of materials and supplies	
	Performance of noninstructional duties	
	Supervision of volunteers and paraprofessionals	
<b>2d</b>	<b>Managing Student Behavior</b>	
	Expectations	
	Monitoring of student behavior	

	Resources for students	
<b>1e</b>	<b>Designing Coherent Instruction</b>	
	Learning activities	
	Instructional materials and resources	
	Instructional groups	
	Lesson and unit structure	
<b>1f</b>	<b>Assessing Student Learning</b>	
	Congruence with instructional goals	
	Criteria and standards	
	Use for planning	

	Response to student behavior	
<b>2e</b>	<b>Organizing Physical Space</b>	
	Safety and arrangement of furniture	
	Accessibility to learning and use of physical resources	

**U-Unsatisfactory, B-Basic, P-Proficient, D-Distinguished**

<b>DOMAIN #3 INSTRUCTION</b>		
<b>3a</b>	<b>Communicating Clearly and Accurately</b>	
	Directions and procedures	
	Oral and written language	
<b>3b</b>	<b>Using Questioning and Discussion Techniques</b>	
	Quality of questions	
	Discussion techniques	
	Student participation	
<b>3c</b>	<b>Engaging Students in Learning</b>	
	Representation of content	
	Activities and assignments	
	Grouping of students	
	Instructional materials and resources	
	Structure and pacing	
<b>3d</b>	<b>Providing Feedback to Students</b>	
	Quality: accurate, substantive, constructive and specific	
	Timeliness	

<b>DOMAIN #4 PROFESSIONAL RESPONSIBILITIES</b>		
<b>4a</b>	<b>Reflecting on Teaching</b>	
	Accuracy	
	Use in future teaching	
<b>4b</b>	<b>Maintaining Accurate Records</b>	
	Student completion of assignments	
	Student progress in learning	
	Noninstructional records	
<b>4c</b>	<b>Communicating with Families</b>	
	Information about the instructional program	
	Information about individual students	
	Engagement of families in the instructional program	
<b>4d</b>	<b>Contributing to the School and District</b>	
	Relationships with colleagues	
	Participation in school and district projects	
<b>4e</b>	<b>Growing and Developing Professionally</b>	

<b>3e</b>	<b>Demonstrating Flexibility and Responsiveness</b>	
	Lesson adjustment	
	Response to students	
	Persistence	

	Enhancement of content knowledge and pedagogical skill	
	Service to the profession	
<b>4f</b>	<b>Showing Professionalism</b>	
	Service to students	
	Advocacy	
	Decision making	

Examples are required for all unsatisfactory ratings and must be shared with teacher within five days of the observation.

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Administrator/Evaluator Signature \_\_\_\_\_

Date \_\_\_\_\_

Teacher Signature \_\_\_\_\_

Date \_\_\_\_\_

**APPENDIX G-4**

**Professional Performance Appraisal**

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Date)

\_\_\_\_\_

(School)

**Knowledge of Subject Matter or of the Responsibilities of Assignment**

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

**Techniques of Instruction or Skills in Carrying out the Assignment**

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

**Classroom Management or Effectiveness in Position**

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

**Relationships with Students and Professional Colleagues**

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



**Suggestions for Growth** (This item is optional with the evaluator.)

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This appraisal of professional performance is based upon deliberations during the past school year, as well as classroom or other direct observation on \_\_\_\_\_ (Date)  
at \_\_\_\_\_ (Time) by \_\_\_\_\_ (Name of Observer).

Considering all factors, the performance of this teacher is:

\_\_\_\_\_ Satisfactory                      \_\_\_\_\_ Unsatisfactory

\_\_\_\_\_  
(Signature of Administrator Making Appraisal)

I have read the above appraisal.

I understand that my signature does not constitute a concurrence or approval and that I may grieve the evaluation if I believe it to be untrue or to have been accomplished by a method or procedure not in accordance with Professional Negotiations Agreement. I understand, also, that I may have a representative of my professional organization present at the conference session with my supervisor or principal.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Teacher)

**Remarks By Teacher**

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Teacher)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature of Administrator)

**LETTER OF AGREEMENT**  
**BETWEEN**  
**JACKSON EDUCATION ASSOCIATION**  
**AND JACKSON PUBLIC SCHOOLS**

During the term of the 2005-2007 Professional Negotiations Agreement, the following guidelines shall be followed regarding team assignments at the Middle School at Parkside:

1. Team assignments will normally continue from year-to-year, but teachers may be assigned to a different team if the Building Administrator determines that conditions exist that warrant a change in team assignment. Before making any change in team assignments, the Building Administrator shall consult with the affected teachers. Team assignments for the following year will be made before any displacements or layoffs. Changes in team assignments after the start of the school year may not be made without the consent of the affected teachers.
2. A vacancy in a position on a team may be filled by an assignment within the Department before the position is posted District-wide. A District-wide posting of a position on a team will include a designation of the team subject to change as provided herein.
3. When a teacher in the upper seventy percent (70%) bumps a teacher in a team assignment, the bumping teacher will assume the same team assignment subject to change as provided herein.

**FOR THE ASSOCIATION**

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOR THE BOARD**

\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT  
BETWEEN  
JACKSON EDUCATION ASSOCIATION  
AND JACKSON PUBLIC SCHOOLS**

It is hereby agreed that:

- A. No later than January 1, 2006, the District shall provide to the Association a listing or document that illustrates the "highly qualified" status of all teachers based on information on file with the District. This information will include whether or not a teacher is "highly qualified" for their current position and list those areas for which the teacher is "highly qualified" for purposes of bidding into vacancies and bumping if displaced.
- B. Teachers not "highly qualified" for their current position shall be contacted in writing and provided with options under NCLB for becoming "highly qualified" for their current position.
- C. The District shall publicize the dates and times of state offered MTTC tests, or the Michigan Department of Education website or link, with the dates and times.
- D. The District and Association shall establish a "HOUSSE" committee and develop and present a process to the teaching staff. If the "HOUSSE" is not developed in accordance with the applicable MDE guidelines, it shall be subject to MDE approval.
- E. The "HOUSSE" committee will be composed of equal numbers of members appointed by the District and members appointed by the Association.
- F. The District may provide administrative leave time, upon request to the Human Resources office, to facilitate "HOUSSE" portfolio preparation, MTTC testing, or other steps necessary to achieve "highly qualified" status.
- G. No teacher in the process of achieving "highly qualified" status for their current position shall be laid off or denied recall from layoff because they are not "highly qualified" for their current position; provided the teacher becomes "highly qualified" on or before June 30, 2007.
- H. Teachers shall only be assigned to classes for which they are "highly qualified."

**FOR THE ASSOCIATION**

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOR THE BOARD**

\_\_\_\_\_

Dated: \_\_\_\_\_

**LETTER OF AGREEMENT**  
**BETWEEN**  
**JACKSON EDUCATION ASSOCIATION**  
**AND JACKSON PUBLIC SCHOOLS**

**RE: SHARING OF MIDDLE SCHOOL TECHNOLOGY SPECIALIST COMPENSATION**

The parties agree that the fifteen percent (15%) supplementary compensation specified in Appendix B-2 for the Building Technology Specialist at the Middle School at Parkside may be shared by three (3) teachers (one for each team at five percent [5%] each) on a trial basis during the term of the 2005-2007 Professional Negotiations Agreement.

**FOR THE ASSOCIATION**

\_\_\_\_\_

Dated: \_\_\_\_\_

**FOR THE BOARD**

\_\_\_\_\_

Dated: \_\_\_\_\_

**JACKSON PUBLIC SCHOOLS  
and  
JACKSON EDUCATION ASSOCIATION**

**LETTER OF AGREEMENT  
May 31, 2007**

**Miscellaneous Matters**

During the negotiation of a new Professional Negotiations Agreement (“PNA”) for the 2007-08 and 2008-09 school years **THE JACKSON PUBLIC SCHOOLS** (“JPS”), and the **JACKSON EDUCATION ASSOCIATION** (“JEA”), have reached agreement on the following matters that are more appropriately included in a Letter of Agreement and not in the PNA.

1. During the term of the 2007-2009 PNA the JEA President will work with the JPS Administration to research and develop a plan to increase teacher attendance and to promote honesty in reporting. Such a plan may include improvements in the time off with pay structure.
2. Certain positions listed in Appendix B-2, Supplementary Salaries, will remain listed in Appendix B-2 although the positions remain vacant. The positions include Social Work Coordinator, Health and Human Services Coordinator and Job Week Coordinator. The parties understand that such positions and the other positions in Appendix B-2 do not have to be offered in any school year.
3. During the term of the 2007-2009 PNA the parties, with the assistance and advice of their respective legal counsel, will make any revisions to the PNA that are required to comply with the Proposal 2 Amendment approved by the electors at the general election held on November 7, 2006. The Amendment, which added Section 26 to Article I of the Constitution of Michigan of 1963, became effective December 23, 2006.
4. Provisions in the PNA pertaining to substitute teachers, including but not limited to Article I A and Article X – Substitute Teachers, shall be referred to Professional Council for review and, if necessary, revision to reflect current circumstances.
5. Any issues pertaining to Middle School at Parkside coaching positions (Head Coach v Assistant Coaches) shall be referred to Professional Council.
6. Drivers Education and Adult Education provisions in the PNA including but not limited to Article XXVIII – Adult Education, Article XXIX – Driver Education and the Drivers Education and Adult Education positions listed in Appendix B-2, shall be removed from the 2007-2009 PNA with the understanding that they shall be reinstated to the PNA if at any time in the future Drivers Education and Adult Education programs are reinstated.
7. The expired early retirement incentive provisions deleted as of June 30, 2006 shall be removed from Article XXX of the PNA.
8. During the term of the 2007-2009 PNA the parties agree to continue their efforts to revise the layoff procedure as set forth in Article IX of the PNA in an attempt to simplify

and expedite the process, including arena bidding/bumping. This matter shall be referred to the Professional Council.

9. Provisions in the PNA pertaining to special education shall be referred to the Professional Council for consideration of any changes that are required to comply with IDEA and the Michigan Administrative Rules for Special Education.

**JACKSON PUBLIC SCHOOLS**

Dated: May 31, 2007

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

**JACKSON EDUCATION ASSOCIATION**

Dated: May 31, 2007

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

**JACKSON PUBLIC SCHOOLS  
and  
JACKSON EDUCATION ASSOCIATION**

**LETTER OF AGREEMENT  
June 5, 2009**

**RE: COLLECTIVE BARGAINING AGREEMENT  
ARTICLE XVIII SUMMER SCHOOL**

**B.1. Positions Other Than Driver Education**

- a. Applicants will be considered if the vacancy is within the scope of their major or minor field.

**It is Hereby Agreed**, between the parties that, for purposes of awarding summer school positions, the following shall apply:

**The verified status of “highly qualified” shall be considered equal to the major or minor field of study as recognized by the State of Michigan.**

**The remainder of B.1 (b., c., d.) shall remain in full force and effect.**

**Therefore**, the parties agree that all persons possessing verified minor, major or highly qualified status are equally qualified to be selected for summer school classes. Only those with a valid Michigan certificate may be awarded credited academic courses.

If no certified teacher applies for a position, a non-credit or non-academic course may be taught by a non-certified by qualified teacher.

Qualified applicants will be awarded summer school positions according to the highest number of years within the system.

**AGREED:**

**JACKSON EDUCATION ASSOCIATION**

**JACKSON PUBLIC SCHOOLS**

By: /s/ Melissa Anderson

By: /s/ Benjamin Pack

Dated: 6/05/2009

Dated: 6/05/2009

**JACKSON PUBLIC SCHOOLS  
and  
JACKSON EDUCATION ASSOCIATION**

**LETTER OF AGREEMENT**

**STUDENT DISCIPLINE**

The parties agree that during the term of the 2009-2011 Professional Negotiations Agreement the following shall apply regarding student discipline:

1. The District will revise the Codes of Conduct to be consistent with applicable School Code provisions. For example, Section 1311 of the Revised School Code requires that a student in any grade who possesses a dangerous weapon, commits arson in a school building or on school grounds, or commits criminal sexual conduct in a school building or on school grounds must be permanently expelled subject to possible reinstatement (subject to certain exceptions for weapons possessions) and Section 1311,a., of the Revised School Code requires that a student in Grades 6 or above who commits a physical assault at school against an employee or volunteer must be permanently expelled subject to reinstatement.

2. The District will develop and implement a Student Referral Form that as a minimum:

- **Permits the referring teacher to suggest appropriate disciplinary action;**
- **Requires that the referring teacher be advised of the disciplinary action taken if the offense is serious, including a verbal or physical assault of an employee, weapons violation, criminal sexual conduct or arson.**

3. A referring teacher who is not satisfied with the disciplinary action taken by the Building Administrator may complain to the Superintendent or designee.

4. The District shall establish tutoring rooms at Jackson High School, Middle School at Parkside, T.A. Wilson, Firth, Hunt, Northeast and Frost which shall be staffed by substitutes (90 hours of college education) trained in behavior strategies.

**JACKSON EDUCATION ASSOCIATION**

**JACKSON PUBLIC SCHOOLS**

By: /s/ Mary Lou Konkle

By: /s/ Daniel M. Evans

Dated: June 4, 2009

Dated: June 4, 2009



**JACKSON PUBLIC SCHOOLS  
and  
JACKSON EDUCATION ASSOCIATION  
LETTER OF AGREEMENT**

**ELEMENTARY SPECIALS AND KINDERGARTEN CLASSES**

The parties agree that during the term of the 2009-2011 Professional Negotiations Agreement the following shall apply to Elementary Specials and Kindergarten Classes:

1. The maximum class size for Kindergarten and Kindergarten Readiness program (KRP) Classes shall be twenty-four (24) students.
2. The District may use certified substitutes for Kindergarten Specials assignments.
3. Building Principals shall, whenever possible, ensure that Kindergarten Teachers will be able to use their classrooms for their planning times.
4. Elementary Specials shall be physical education, music, art, media or a foreign language.
5. Elementary Specials for Grades 1 through 6 will have a forty (40) minute lunch and a thirty-five (35) minute planning time for a total of seventy-five (75) minutes each day as shown by the attached schedule, except the smaller elementary buildings shall have the opportunity to work out an alternative schedule to accommodate their needs.
6. Elementary Specials Teachers will also have the following days for planning time:
  - 1/2 day before Thanksgiving
  - 1/2 day of Good Friday
  - 1/2 day Spring Elementary Conference Day, if there is one
  - 1/2 day the first day of school
7. Elementary Specials Teachers will be responsible for taking the students to and from the Specials classes.
8. Elementary Specials Teachers will be required to attend the Fall Parent Conferences and grade report cards.
9. Elementary Specials Teachers will provide classes the last 1/2 day of school when requested by the classroom teachers.
10. Elementary Specials Teachers may be assigned other professional duties during times when they have no classes or planning time.
11. Claims or disputes by loss of planning time and related issues shall be resolved at the building level as soon as possible within twenty-four (24) hours.

**JACKSON EDUCATION ASSOCIATION**

**JACKSON PUBLIC SCHOOLS**

By: /s/ Mary Lou Konkle  
Dated: June 4, 2009

By: /s/ Daniel M. Evans  
Dated: June 4, 2009

**JACKSON PUBLIC SCHOOLS  
and  
JACKSON EDUCATION ASSOCIATION**

**LETTER OF AGREEMENT**

**MASTER TEACHER PROGRAM**

The parties agree that during the term of the 2009-2011 Professional Negotiations Agreement the parties shall develop and implement a pilot Master Teacher Program as described below, funded solely with the federal dollars that may be available for such purpose, not to exceed \$100,000.00.

1. Any teacher who is on the final step of the salary schedule and has twenty-five (25) years of teaching experience as determined by the State of Michigan may elect to participate in the Master Teacher Program.

2. Each Master Teacher in the District shall execute a Master Teacher Contract as approved by Professional Council which shall describe the additional duties and responsibilities to be performed by the teacher. Appendix B-2 duties and assignments shall not qualify as additional duties for Master Teacher purposes. The Master Teacher duties may include the following or similar duties approved by the Superintendent or designee:

- Resource consultant
- Curriculum development
- Mentor
- Staff development

3. A Master Teacher who successfully performs the additional duties and responsibilities as specified in the Master Teacher Contract shall receive a stipend as agreed in the Master Teacher Contract.

**JACKSON EDUCATION ASSOCIATION**

**JACKSON PUBLIC SCHOOLS**

By: /s/ Mary Lou Konkle

By: /s/ Daniel M. Evans

Dated: June 4, 2009

Dated: June 4, 2009

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