

# Master Agreement

Between

**The Jefferson School District**

and

**Jefferson Education Association**

**2002-2007**

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EX

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1 **Agreement Preamble**

2  
3 Democratic Values. The parties seek to educate young people in the democratic  
4 tradition, to foster a recognition of individual freedom and social responsibility,  
5 to inspire meaningful awareness and respect for the Constitution and the Bill of Rights and to  
6 instill appreciation of values of individual personality. It is recognized that these democratic  
7 values can best be transmitted in an atmosphere which is free from censorship and artificial  
8 restraints upon free inquiry and learning, and in which academic freedom for the teacher and the  
9 student is encouraged.

10  
11 Individual Freedom. Freedom of individual conscience, association and  
12 expression will be encouraged and fairness in procedures will be observed both to safeguard the  
13 legitimate interests of the schools and to exhibit, by appropriate examples, the basic objectives of  
14 a democratic society.

15  
16  
17 **Master Agreement**  
18 **2002-2007**  
19 **between**  
20 **The Jefferson Schools Board of Education**  
21 **and**  
22 **The Jefferson Education Association**  
23

24 This Agreement is entered into this 12th day of August, 2004, by and between the  
25 Jefferson Education Association, here-in-after called the "Association", and the Board of  
26 Education of the Jefferson School District, Monroe County, Michigan, here-in-after called the  
27 "Board".

28  
29 **WITNESSETH:**

30  
31 WHEREAS, the Board and the Association, in accordance with the Public Employment Relations Act  
32 (Act 379 of the Michigan Public Act of 1965) have reached certain understandings with respect to  
33 rates of pay, hours of employment, and other terms and conditions of employment which they  
34 desire to confirm in agreement.

35  
36 THEREFORE, it is hereby agreed as follows  
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**Article 1**

**Recognition, Inclusions, Delimitations, Definitions**

- A. Recognition. The Board hereby recognizes the Association as the sole and exclusive bargaining representative, as defined in Section II of Act 379, Public Acts of Michigan, 1965, for Contracted and Certificated Teaching Personnel for purposes of collective bargaining in respect to rates of pay, hours of employment, and other employment conditions. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association for the duration of this Agreement.
- B. Inclusions. Certificated and teacher personnel (tenure or probationary), with valid contracts signed by the Board's authorized representative, who hold a teaching position or other certificated position with the Jefferson Schools, including counselors and certificated librarians, comprise the bargaining unit, whether on active duty or on bona fide leave of absence as expressed in this Agreement.
- C. Delimitations. Administrative or supervisory personnel are expressly excluded from the terms and conditions of the Agreement, i.e., Superintendent, Assistant Superintendent(s), Principal(s), Federal Projects Coordinator(s), Assistant Principal(s), Director(s) of Vocational Education, Athletic Director, and such other supervisory positions as expressed or intended within the meaning of the Public Employment Relations Act. Also, certified teachers in the Adult/Community Education program, including Alternative Education, and certified teachers in the Naval R.O.T.C. program, are expressly excluded from the terms and conditions of the Agreement.
- D. Teacher-Board Definitions. The term "teacher" when used herein shall refer to those employees included in the bargaining unit as set forth in paragraph "B" above, and references to male teachers shall also include female teachers. The term "Board" when used herein shall refer to the Board of Education, Superintendent, and other central office administrators, principals, assistant principals, and all other supervisory personnel within the meaning of Act 379.
- E. Consistent with the past practice and policy of the Board of Education, it is hereby mutually agreed between the parties that 'tenure-in-position' in non-classroom positions (Article IV, Section C 1 and 2 of the Michigan Teacher Tenure Act as revised) shall be denied to all bargaining unit members employed in any position eligible for acquisition of such tenure-in-position. It is further agreed that individual contracts of employment specifically excluding acquisition of such tenure-in-position (and waiving any such tenure-in-position previously acquired under predecessor contracts of employment) shall be offered to all bargaining unit members in positions eligible under law for tenure-in-position.

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**Article 2**

**Rights of the Board**

- A. Legal, Organizational, Operational. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the laws and constitution of the State of Michigan and of the United States provided that such rights and responsibilities not covered by Constitutional Law shall be exercised by the Board in conformity with the provisions of this Agreement, including the right:

- 1  
2 1. Management/Control. To the executive management and administrative control of the school  
3 system and its properties and facilities, and the activities of its employees during the school day.  
4  
5 2. Hiring. To hire all employees, subject to the provisions of the law, to determine their  
6 qualifications and the conditions of their continued employment, and to promote and transfer all  
7 such employees, or their dismissal or demotion.  
8  
9 3. Instruction. To establish grades and approve courses for instruction, including special programs,  
10 and to provide for athletic, recreational and social events for students, all as deemed necessary or  
11 advisable by the Board.  
12  
13 4. School Organization. To decide upon the organization of the school for instruction, the final  
14 selection of textbooks and other teaching materials, and the selection and use of teaching aids.  
15  
16 5. Teaching Conditions. To determine class schedules, the hours of instruction and the duties,  
17 responsibilities and assignments of teachers and other employees with respect to administrative and  
18 non-teaching activities, and the terms and conditions of employment within the frame-work of this  
19 Agreement.  
20

- 21 B. Exercise Rights. The exercise of the foregoing powers, rights, authority, duties and responsibilities  
22 by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the  
23 use of judgment and discretion in connection therewith shall be limited only by the specific and  
24 express terms of this Agreement, and then only to the extent such specific and express terms hereof  
25 are in conformance with the Constitution and laws of the State of Michigan and the Constitution and  
26 laws of the United States.  
27

28 **Article 3**  
29 **Association and Teacher Rights**  
30

- 31 A. Legal. It is expressly understood that teachers are endowed with all the rights and protections  
32 afforded by the laws, statutes and constitutions of the United States and the State of Michigan.  
33 Specifically pursuant to the Michigan Public Employee Relations Act, the Board hereby agrees that  
34 every employee shall have the right freely to organize, join, and support the Association for the  
35 purpose of engaging in collective bargaining and negotiations. Accordingly, the Board agrees that it  
36 will in no way discourage, deprive or coerce any teacher in the enjoyment of these rights.  
37

- 38 1. Ethical. In recognition of duty to the teaching profession, teachers will conduct themselves,  
39 both in their classrooms and communities, in accordance with the Code of Ethics of the  
40 Education Profession.  
41 2. Contract Continuity Continuing contracts, once granted to a teacher by the Board of Education of  
42 the Jefferson Schools, shall be in force until a teacher is discharged through the regular  
43 procedure as outlined by the Michigan Tenure Act, as revised.

- 44 B. Meetings. The Association and its representatives shall have the right to meet in a designated area of  
45 a school building with the approval of the Building Principal, whose approval shall not be  
46 unreasonably withheld, and outside the normal school day for meetings, provided that when special  
47 custodial service is required, the Board may make a charge in accordance with Board policy.

- 1 C. Business Transaction. Duly authorized representatives of the Association and their respective  
2 affiliates shall be permitted to transact official Association business on school property during the  
3 regular school day, with the approval of the Principal, provided such business shall not interfere with  
4 or interrupt school operations or performance responsibilities. The Principal will ascertain the  
5 availability of staff members and assign an available room upon request where the conference may  
6 be held.  
7
- 8 D. Equipment Use. The Association will be permitted to use school equipment, typewriters,  
9 mimeographing machines, other duplication equipment, telephones, calculating machines, and all  
10 types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.  
11 The Association shall pay the cost of all materials and supplies incident to such use. No equipment  
12 shall be removed from the school premises for the Association's use.  
13
- 14 E. Notices, Insignia. The Association will be permitted to post notices of its activities and matters of  
15 Association concern only on teacher faculty lounge bulletin boards. The Association may use the  
16 district mail service and teacher mail boxes for official communications to teachers. Teachers may  
17 wear reasonable insignia pins or other identification of membership in the Association. Insignia may  
18 not be affixed to school property.  
19
- 20 F. Data Requests. The Board agrees to furnish to the Association within two (2) weeks, in response to  
21 reasonable written request, information concerning the financial resources of the district. Such  
22 information may include, but not necessarily be limited to: annual financial reports and audits,  
23 register of certificated personnel, tentative budgetary requirements and allocations, minutes of all  
24 public Board meetings, treasurer's reports, census and membership data, names and addresses of all  
25 teachers, together with information which might reasonably be necessary for the Association to  
26 process any grievance or complaint.  
27
- 28 G. Program Change Notification. The Association shall be notified by the Board, whenever possible, of  
29 any new or modified fiscal, budgetary, or tax programs, construction programs, or major revisions of  
30 educational policy which are proposed, and the Association shall be given reasonable opportunity to  
31 consult with the Board with respect to said matters prior to final adoption.  
32
- 33 H. Board Agenda Notification. The Topic Agenda for Board meetings will be sent to the Association  
34 President at least two (2) days prior to the meeting date.  
35
- 36 I. Personnel Files. Teachers shall have the right to review their personnel files, excluding confidential  
37 records such as, placement credentials, and letters of recommendation. The teacher may be  
38 accompanied by an Association representative.  
39
- 40 J. Political Activities. Political activities of any teacher seeking or holding office or campaigning for  
41 candidates shall be outside of school duty hours.  
42
- 43 K. Association Membership. Association membership shall be open to all teachers regardless of  
44 race, creed, gender marital status, national origin, or handicap.  
45  
46



1 L. Administering Provisions. The provisions of this Agreement and the wages, hours, terms and  
2 conditions of employment shall be administered in a professional manner which is not arbitrary,  
3 capricious, or discriminatory and without regard to race, creed, religion, color, national origin, age,  
4 gender, marital status, or handicap.

5  
6 M. Teachers Children. It is understood by and between the parties that, for the life of this contract,  
7 those faculty members who desire to have their children attend Jefferson Schools shall, upon  
8 application and payment of tuition, have such children enrolled pending availability of space.

9  
10  
11 **Article 4**  
12 **Membership Fees and Payroll Deduction**  
13

14 A. Deduction Authorization. New teachers shall, prior to the end of the first week of school, sign and  
15 deliver to the Board an authorization form for deduction of membership dues and assessments of the  
16 Association (including the National and Michigan Education Association). Such authorization shall  
17 continue in effect from year to year unless revoked in writing between June 1 and September 1 of a  
18 given year.

19  
20 B. Expense Recognition. It is recognized that the proper negotiation and administration of collective  
21 bargaining agreements entail expense which is appropriately shared by all teachers who are  
22 beneficiaries of such agreements.

23  
24 Therefore, all teachers as a condition of continued employment shall:

25  
26 1. Dues Deduction. Sign and deliver to the Board an authorization for the deduction of  
27 membership dues and assessments of the Association(s): National, State, and Local.

28  
29 2. Cash Payment. Or sign and deliver to the Association an intent to pay membership dues and  
30 assessments in cash. Such payments must be made within sixty days from commencement of  
31 school.

32  
33 3. Representation Fee. Or pay a fee to the Association that will cover representation benefits as  
34 determined by the Association which shall not exceed 1 or 2 above.

35  
36 C. Non-Compliance Termination Notice. In the event that a teacher shall not comply with the foregoing  
37 stipulations of membership or service fee, the Board agrees that in order to effectuate the purposes of  
38 the PERA and this Agreement, the services of said teacher(s) shall be discontinued as of the end of  
39 the current school year. Such teacher(s) shall be notified in writing of the termination of their  
40 services immediately upon the expiration of the sixty (60) day period.

41  
42 D. Contesting Discharge. Should the teacher(s) so notified for termination be engaged in the pursuance  
43 of legal remedies contesting the discharge under this provision before the Michigan Tenure  
44 Commission or a court of competent jurisdiction, such teacher's services shall not be terminated  
45 until such time as such teacher or teachers have either obtained a final decision as to the validity or  
46 legality of said discharge, or said teacher or teachers have ceased to pursue the legal remedies

1 available to them by not making a timely appeal of any decision rendered in said matter by the  
2 Michigan Tenure Commission or a court of competent jurisdiction.

3  
4 E. Board's Cost Immunity. In any case in which a teacher or teachers contest a discharge under the  
5 provisions of paragraph D and it is necessary for the Board to defend its position and to engage legal  
6 counsel, and to incur other expenses in so doing, the Association agrees to pay the expenses and/or  
7 liabilities incurred by the Board.

8  
9 F. Deduction Installments. Payroll deductions for dues and for service charges will be made in twenty-  
10 three (23) equal "pay period" installments after receipt of a signed authorization by the individual  
11 teacher. If a teacher has less than twenty-three (23) pays after signing the authorization, the  
12 installments will be prorated equally in remaining "pay period" checks.

13  
14 G. Deduction Dates. Teachers employed at the beginning of the second semester shall have deductions  
15 begin with the first pay in February and end with the last pay in June. Those desiring to pay cash  
16 directly to the Association shall be obligated to begin such payments within thirty (30) days of their  
17 employment.

18 H. Authorization Forms. Authorization for dues deduction shall be submitted to the Board Office on  
19 the form set forth in annexed Schedule E.

20  
21 I. Other Deductions. The Board shall also make payroll deductions upon written authorization from  
22 teachers for annuities, savings bonds, voluntary contributions to MEA-PAC and NEA-PAC,  
23 charitable contributions and other Board authorized deductions. There shall be a limit of six (6)  
24 approved annuity programs permitted in a payroll deduction program. All present employees may  
25 continue in their present companies; henceforth, only the six (6) jointly selected companies will be  
26 retained for payroll deduction purposes. All payroll deduction programs must be approved by the  
27 Board with written authorization of the teacher.

28  
29 J. Save Harmless. The Board shall not be liable for any errors or losses in the administration of this  
30 Article unless it is shown that the Board was negligent in the care and handling of monies involved.

## 31 32 33 **Article 5**

### 34 **Teaching Hours and Class Loads**

35  
36 A. Teachers shall be in the classroom, available for assignment, or engaged in other instructional or  
37 counseling responsibilities, no later than 15 minutes prior to class starting time in their assigned  
38 buildings. On-duty hours for all teachers shall be as follows: High School, 7:15-2:45; Middle  
39 School, 7:30-3:00; Sodr School, 8:00-3:30; Elementary School, 8:15-3:45. The administration  
40 reserves the right to adjust (without lengthening the on-duty hours) on-duty times for all teachers  
41 thirty (30) minutes in either direction.

42  
43 B. The normal daily teaching load in the school system shall not exceed six (6) hours of pupil contact.  
44 Pupil contact is defined as:

- 45 1. actual teacher time in the classroom;
- 46 2. the passing of classes;
- 47 3. supervised study period.

1 For Preschool-4 teachers, supervised time prior to and after the pupils' regular school program shall  
2 be considered pupil contact time for the purposes of this Article. Exceptions to this contact time will  
3 be necessary in emergency situations.  
4

5 C. All teachers shall be entitled to a duty free uninterrupted lunch period, but in no event less than thirty  
6 (30) minutes.  
7

8 D. Preparation time for High School, Middle School, and Sodt School staff shall be equal to the length  
9 of one class period in each respective building. Elementary School teachers shall use as preparation  
10 time, the entire class period in which their students are in Art, Music, Computer, Library, or Physical  
11 Education. Every reasonable effort to distribute this time throughout the week shall be made by the  
12 administration. When necessary, preferable schedules will be rotated on an annual basis.  
13

14 E. Teachers of Music, Art, Physical Education, Laboratory Sciences, Librarians, Speech Therapists,  
15 Reading Consultants, Visiting Teachers, Counselors, and Special Education Teachers, shall be  
16 provided relief and preparation time to the same extent as other teachers as scheduled by the building  
17 administrator. Every effort will be made to schedule planning time in twenty (20) minutes or greater  
18 blocks of time.  
19

20 F. All teachers shall be required to attend staff meetings, which may include the total building, grade  
21 or department, as scheduled through the administration. These meetings may be scheduled within  
22 the required work day. Any meetings scheduled outside the work day shall not exceed one (1) hour  
23 per month and shall be scheduled through the building principal.  
24

25 G. Parent-Teacher Conferences and Open Houses for each building will be placed within the calendar  
26 as negotiated by the parties.  
27

28 H. Extra-Curricular Assignments. (Out of regular school hours)  
29

30 1. All teachers may be assigned extra-curricular duties up to twelve (12) hours per year. Hours  
31 assigned in each building will be as equitably distributed as possible. Evening Parent Teacher  
32 Conferences and Back to School Nights will count towards the twelve hours. Assignments may vary  
33 among the buildings.  
34

35 2. Examples of extra-curricular duties include, but are not limited to: parent-teacher conferences,  
36 parent-teacher organization meetings, dance supervision, school program supervision, school  
37 program productions, open house programs, carnival activities, and supervision and duties associated  
38 with school athletic contests.  
39

40 3. Teacher input will be considered when making assignments.  
41

42 There shall be no additional compensation for any time provided under this section.  
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**Article 6**  
**Special Student Programs**

- 1  
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3  
4 A. Student Placement. The parties recognize that students having special physical, mental and  
5 emotional problems may require specialized instruction which will be provided in Resource Rooms.  
6 These students will be placed in regular classrooms according to rules set forth by the State  
7 Department of Education.  
8  
9 B. Psychologist and Social Workers. School psychologists and social workers may be employed and  
10 assigned to our school district as provided by the Monroe County Intermediate School District.  
11  
12 C. Referral. The Board of Education will provide appropriate assistance in referring emotionally  
13 disturbed students to the Monroe County Mental Health Clinic for the purpose of diagnosis and/or  
14 therapy, if recommended by the clinic.  
15  
16 D. Parents Refusal. All determinations of a student's status are the Board's responsibility if there is a  
17 refusal on the part of parents to use the clinic.  
18  
19

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

- 20  
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22  
23 A. Class Size. The Board agrees to take all reasonable and necessary steps to maintain class sizes at or  
24 below the following:

25	Preschool.....	22
26	Transition.....	18
27	K.....	23
28	1-3.....	25
29	4-5.....	28
30	6-12.....	30

31  
32 Students from Speech, and Resource Rooms in grades Preschool - 6 will be equitably distributed  
33 between and among regular classrooms. When regular classes exceed the optimum numbers by four  
34 (4) or more, the excess students will be assigned to another classroom if possible. Should  
35 reassignment not be possible, a teacher assistant will be placed in the classroom for a minimum of  
36 reading and math instruction. This action will be taken within fifteen (15) school days. Special  
37 classes such as Choir, Band, and Physical Education will, within reason, be exceptions to the  
38 optimum limits.  
39

- 40 B. Equipment and Maintenance. The Board will keep all schools adequately equipped with all  
41 necessary machinery and supplies, and will properly maintain all buildings and such equipment and  
42 supplies as necessary. The parties will confer from time to time for the purpose of improving the  
43 selection and use of such educational equipment.  
44  
45 C. Plant Maintenance. No teacher or student shall be required to remain in a building for more than  
46 three (3) hours-due to lack of electricity, water, or extreme temperatures that fall below fifty-five  
47 (55) degrees or over ninety (90) degrees, or if the health of persons are endangered.

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

10  
11 E. Duplicating Facilities. The Board shall make available in each school, typing, duplicating and other  
12 necessary equipment and facilities, for the use of the teachers. These facilities and equipment will  
13 be made available on an equitable basis, and every effort will be made to ensure that teachers' needs  
14 regarding the use of equipment and clerical staff time are met in a timely manner.

15  
16 F. Provisions. The Board shall provide:

- 17 1. A separate and individual desk for each teacher in the district.
- 18 2. Suitable closet space for each teacher to store coats, overshoes and personal articles.
- 19 3. Chalkboard space in every classroom.
- 20 4. Copies, exclusively for each teacher's use, of all texts used in each of the courses taught by  
21 the teacher.
- 22 5. A dictionary in every classroom.
- 23 6. Storage space in each classroom for instructional materials.
- 24 7. Attendance supplies, chalk, erasers, and other such materials required in daily teaching  
25 responsibilities.
- 26 8. Gym uniforms for physical education teachers, smocks for art and home economics teachers,  
27 laboratory coats for laboratory science teachers and shop coats for industrial arts teachers shall  
28 be purchased every other year by the Board of Education as follows:  
29 One (1) uniform for each physical education teacher.  
30 One (1) laboratory coats for each science teacher.  
31 One (1) shop coats for each industrial arts teacher.

32 The cost of each uniform shall be determined by the Superintendent of Schools. Laundering and  
33 minor repairs shall be the teacher's responsibility. Replacement of the uniform shall be  
34 determined by the building principal. The original requisition for the protective clothing and any  
35 replacement shall be made through the regular department budget approved by the building  
36 principal.

- 37 9. Two (2) drawers in a metal filing cabinet will be furnished for each teacher in the district.
- 38 10. Additional protective or safety equipment for a teacher as required by the State will also be  
39 provided after approval by the Superintendent.
- 40 11. Students will have their needs met in order to be able to perform their learning requirements  
41 by having proper educational materials and facilities.
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1 G. Assistants. The Board agrees to employ teacher assistants as conditions (Article 7A) and programs  
2 warrant.

3  
4 1. The building Title I committee will consult the teacher(s) about the use of teacher assistants  
5 in their classroom. This includes the selection process, times, and use of assistants in the  
6 classroom as such conform with the State and Federal Guidelines and Board regulations.

7 2. The assistant(s) shall work under the direction of the teacher as outlined by the principal.  
8 Performance evaluations shall be the responsibility of the principal, as assigned, with input  
9 considerations from respective teachers.

10  
11 H. Facilities Use. The Board shall provide in each school adequate lunchroom, restroom, and lavatory  
12 facilities for teacher use, and at least one room, appropriately furnished (with bulletin board) which  
13 shall be reserved as a faculty lounge. All future buildings will contain rooms and facilities as  
14 described above.

15  
16 I. Telephone. Telephone facilities will be made available to teachers. All professional long distance  
17 phone calls shall be logged. Any personal calls shall be billed to the home phone.

18  
19 J. Vending Machines. Vending machines may be installed in teacher workrooms and/or lunchrooms in  
20 schools. The teaching staff of such schools having these vending machines will finance, maintain,  
21 and operate the machines, as well as determine the purpose for which the profits will be used.

22  
23 K. Mail Service. Mail service will be provided daily to all school buildings.

24  
25 L. Parking. Adequate off street parking facilities shall be designated and maintained for staff use.

26  
27 M. Standardized Test Scoring. Teachers will not be responsible for grading standardized tests  
28 administered as part of the district's testing program.

29  
30 N. Public Address System. The public address system in schools shall be used in a professional manner.

31  
32 O. Conference. When a Parent/Teacher conference is scheduled, a room will be made available.

33  
34 P. Keys. Keys will be provided to all teachers for the teacher's lunchroom/planning area.

35  
36 Q. Smoking. Smoking on school grounds and in school vehicles shall be regulated in accordance with  
37 Board Policy.

38  
39 R. Inclusion. The parties acknowledge the policy of least restrictive environment and the need for staff  
40 to participate in the I. E. P. meeting(s) which may initially place, or continue placement of a student  
41 in a general education classroom.

42  
43 Children with special needs such as suctioning, catheterization, diapering, or other personal hygiene  
44 or medical needs shall be addressed through the I.E.P. and shall not be the responsibility of the  
45 classroom teacher except in life threatening or extenuating circumstances.

**Article 8**  
**Instructional Improvement**

A. Chairs.

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

High School (9-12)

English Language Arts (ELA)  
Math  
Science  
Social Studies  
Special Education  
Business  
Guidance  
Fine Arts (Home Economics, Music,  
Library and Art)  
Foreign Language  
Physical Education/Health  
Industrial Arts

Middle/Soct School (5-8)

English Language Arts (ELA) (5-6) (7-8)  
Math (5-6) (7-8)  
Science (5-6) (7-8)  
Social Studies (5-6) (7-8)  
Physical Education (5-8)  
Special Education (5-8)  
Fine Arts (Home Economics,  
Computer, Music, Library  
Industrial Arts, Art) (5-8)

Elementary (Preschool - 4)

Preschool, Kindergarten/Transition  
Grade One  
Grade Two  
Grade Three  
Grade Four  
Special Education

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

1 B. Curriculum Study Committee

2  
3 The teachers of the school district shall be involved in developing and formulating the curriculum.  
4 They shall serve on curriculum study committees. These committees will be formed in accordance  
5 with an adoption program which addresses every area of the curricula.  
6

- 7 1. Composition. The Board approves the establishment of a Curriculum Study Committee  
8 composed of teachers, and administrators. The duties thereof shall be the responsibility of the  
9 Board. Teachers will be recommended by building principals to represent each building.  
10 Selection will be made from interested parties. Appointments will be made by the  
11 Superintendent of Schools based upon these recommendations.  
12

13 Elementary Level:

14 The Curriculum Study Committee Representatives at the elementary level shall rotate according  
15 to the following schedule:  
16

<u>Year</u>	<u>Building</u>	<u>Representatives</u>
2004-05	North	First Grade and Third Grade
	Hurd Road	Kindergarten, Second Grade and Fourth Grade
	Sodt	Sixth Grade and Fifth Grade
2005-06	North	Kindergarten, Second and Fourth Grade
	Hurd Road	First Grade and Third Grade
	Sodt	Sixth Grade and Fifth Grade
2006-07	North	First Grade and Third Grade
	Hurd Road	Kindergarten, Second Grade and Fourth Grade
	Sodt	Sixth Grade and Fifth Grade

29  
30 Secondary Level:

31 A maximum of two (2) representative from the subject area being studied.  
32

- 33 C. Compensation. Compensation for department/grade level chairpersons, and Curriculum Study  
34 Representatives, shall be as listed in Schedule C 2.  
35  
36

37 **Article 9**

38 **Qualifications and Assignments**

- 39  
40 A. Qualifications and Assignments. As an initial qualification for employment, teachers employed by  
41 the Board for contracted teaching assignments shall have attained at least a Bachelor's degree from  
42 an accredited college or university, and a provisional, continuing, permanent, or professional  
43 certificate unless necessity requires implementation of parts B, C, and/or D.  
44

- 45 B. Special Permits. Employment of teachers with special or approved permits shall be governed by the  
46 Administration Rules governing the Certification of Michigan Teachers.  
47



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

8  
9 1. Elementary teachers (Preschool - 6) shall be assigned by grade level and building.

10  
11 2. Secondary teachers shall be assigned by subject(s) and building.

12  
13 3. Teachers whose positions cannot be assigned as above will be assigned by program.

14  
15 4. Teachers hired after September 1, 1987, must possess the following qualifications:

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

19  
20 (b) Staff members holding state certificates listing "All Subjects K-8," or "All Subjects  
21 Grades 7-8," shall have a specific subject area teaching major or minor in order to  
22 be assigned initially to the 6th, 7th, or 8th grade level(s).

23  
24 (c) Teachers who hold K-8 certification in all subjects and are subject to lay off shall not  
25 be governed by this provision but shall meet the guidelines contained in Article 17,  
26 Section C-7.

27  
28 (d) Staff members teaching in a Pre-School Program shall possess an Early Childhood  
29 Certificate Endorsement (R.390.1101) Rule 1 (c). "Early Childhood Certificate  
30 endorsement" means an authorization to teach in any school program preceding or  
31 including kindergarten."  
32

33 D. Additional Assignments. Assignments in addition to the normal teaching schedule during the regular  
34 school year, shall be with the consent of the teacher. Teachers in the district will be given first  
35 consideration on the basis of tenure and length of service in the Jefferson District for said  
36 assignments, however, appointments shall be made on the basis of total qualifications.

37  
38 E. Certification. It is the teacher's responsibility to obtain and maintain certification and qualifications  
39 required by the state and federal laws, such as ESEA/NCLB Act of 2001.

40  
41 The district will make every effort to place teachers in subject areas in which they are currently  
42 certified and qualified (or are in the process of obtaining qualifications by August 2006) as long as it  
43 does not place any other teacher out of a teaching position.

44  
45 The district will not move a teacher from a position in which he/she is certified and qualified to a  
46 position in which he/she is not certified and qualified.

1 A teacher that has been recognized as "highly qualified" under the ESEA/NCLB by this school  
2 district shall be recognized as "highly qualified" by this school district for the duration of his/her  
3 employment. If the rules related to "highly qualified" under ESEA/NCLB Act of 2001 change, the  
4 parties agree to revisit this section.  
5

6 F. Part-Time Teachers. Any teacher in the school system regularly assigned on a part time basis will be  
7 paid on a pro-rated basis on the proper step of the salary schedule. The hourly rate will be based  
8 upon a seven (7) hour work day which does not include a lunch hour. Pay will be issued to teachers  
9 for actual pupil contact time plus fifteen (15) minutes preparation time for each pupil contact hour  
10 (60 minutes). The exception to the above pupil contact time will be Pre-School and Kindergarten  
11 where teachers will be paid a full one half time basis (3 1/2) hours). An appropriate contract which  
12 will include the conditions of employment will be developed for the individual teacher. Teachers  
13 will know the classroom assignment each year, previous to signing their contract.  
14

15 G. Shared Assignments (Part Time).  
16

17 1. With the approval of the employer, two (2) bargaining unit members may agree to share an  
18 assignment/position that otherwise would be performed/occupied by a single bargaining unit  
19 member. For the purpose of this Article, a shared assignment is either:  
20

- 21 a. Working one (1) semester during the school year, either first semester or second semester.  
22
- 23 b. Working each day, but less than a full day. In elementary assignments, this would be  
24 teaching either morning or afternoon. In secondary assignments, it would mean having less  
25 than the normal assigned instructional periods per day.  
26
- 27 c. Working less than five (5) days per week.  
28

29 During the period of a shared assignment, bargaining unit members remain subject to and may  
30 exercise options under the provisions of Article 10, Vacancies and Assignments.  
31

32 2. Each bargaining unit member participating in a shared assignment shall be granted seniority  
33 on a pro-rated basis for the school year in which a shared assignment is in effect. Salary of  
34 bargaining unit members with shared assignments shall be pro-rated.

35 For example:

- 36
- 37 a. Shared assignments of working one (1) semester: 50% of full salary.  
38
- 39 b. Shared assignment of working each day, morning or afternoon: 50% of full  
40 salary.  
41
- 42 c. Shared assignment of working three (3) days per week: 60% of full salary.  
43  
44  
45  
46

1 3. Each bargaining unit member participating in a shared assignment shall be credited with all  
2 of the pro-rated leave days provided bargaining unit members under Article 11, Sick Leave.  
3 Pro-rated insurance benefits as provided in Article 23 shall be provided all bargaining unit  
4 members who are working part or shared-time.  
5

6 4. Bargaining unit members requesting shared assignments shall notify the employer in writing  
7 by April 1st. Renewals will be subject to Administrative approval. Requests must be submitted  
8 on the form as illustrated in this contract, Schedule K.  
9

10 5. Bargaining unit members in shared time/part time assignments will be required to  
11 attend/work all inservices/staff development activities, staff meetings, Parent-Teacher  
12 Conferences, records days, grade level meetings and extra curricular assignments without  
13 additional compensation.  
14

15 6. Bargaining members in shared time positions shall stay in said position until a full time  
16 position is available.  
17  
18

19 **Article 10**  
20 **Vacancies and Assignments**  
21

22 A. Assignments. Assignments for the coming school year will be posted during the month of May of  
23 each year, unless the budget has not been assured by that time. The Board, when making  
24 assignments, agrees to keep involuntary assignments to a minimum and to take into consideration  
25 teacher requests for reassignment.  
26

27 B. Change of Assignments. The parties recognize that it is desirable, in making assignments, to  
28 consider the best interests of students and teachers. Requests for reassignment by teachers shall be  
29 made in writing to the Superintendent prior to April 15. The application shall set forth the reasons  
30 for the request, the position, the assignment, and the building. All such requests expire on the first  
31 day of the new school year, and are submitted only to notify the administration of teachers' desires  
32 in changing assignments.  
33

34 C. Involuntary Reassignment. An involuntary reassignment (one made after assignments are posted)  
35 will be made only in cases of enrollment or curriculum changes, or in emergency situations. The  
36 Superintendent shall make any needed involuntary reassignments by inverse order of seniority of  
37 those affected, provided that the reassigned teacher is certified and qualified to teach in the area to  
38 which he/she is being assigned.  
39

40 Involuntary reassignments may also be made to avoid the layoff of senior teachers, or to reduce the  
41 number of senior teachers to be laid off. A teacher who is involuntarily reassigned shall be given  
42 notice in writing of the reason(s) for such reassignment.  
43

44 In the case of an involuntary reassignment due to population shifts and/or numbers of an elementary  
45 teacher from one elementary building to a different elementary building, the teacher designated by  
46 the Administration for such transfer will have the choice of either (a) accepting the reassignment or  
47 (b) bumping the least senior teacher (who is properly certified and qualified [in accordance with any

1 federal and/or state requirements, specifically including the “No Child Left Behind Act”] to take the  
2 transfer) in the building in which the reassigned teacher was formerly assigned.

3  
4 D. Vacancy Defined. A vacancy shall be defined as a newly created position, or a present position that  
5 is not filled but which the Board intends to fill. A vacancy exists only when the number of positions  
6 to be filled exceeds the number of staff available to fill the positions.

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

13  
14 For anticipated vacancies that occur prior to the posting of teacher assignments, such vacancies will  
15 be posted and filled from within the present teaching staff on the basis of certification, qualifications,  
16 and seniority. Posted positions shall be the current year’s assignments. For anticipated vacancies  
17 that occur after the assignments have been posted but prior to August 1, the positions posted shall be  
18 for the fall school term. Such positions shall be filled from within the teaching staff on the basis of  
19 certification, qualifications, and seniority.

20  
21 For vacancies which occur on or after August 1, the Board shall post such positions and may fill  
22 them from within the present teaching staff. It is recognized that it may be difficult to fill such  
23 positions from within the present teaching staff without undue disruption to the existing instructional  
24 program.

25  
26 The Board, using reasonable judgment, may fill such vacancies from within the present teaching  
27 staff or with outside candidates, whichever best serves the needs of the school district.

28  
29 F. Vacancy Application. All certified teachers may apply for any posted vacancy. The Board will  
30 consider applicants on the basis of certification, qualifications, and seniority.

31  
32  
33 **Article 11**  
34 **Illness and Disability**

35  
36 A. Sick Leave Allowance.

37  
38 1. At the beginning of the school year, each tenure teacher shall be credited with fifteen (15) days  
39 and each non-tenure teacher with twelve (12) days for use as annual sick leave allowance which  
40 shall be used for absences caused by illness or physical disability of the teacher not covered by  
41 Worker’s Compensation. However, in the event a probationary teacher terminates employment in  
42 the system at the end of the first semester, payment for all sick days used beyond a maximum  
43 allowance of six (6) days will be deducted from the final pay settlement.

1 2. The unused portion of such allowance shall accumulate to a maximum of one hundred-eighty  
2 (180) school days. After June 30th, any unused sick days in excess of 180 days, shall be paid at a  
3 rate of fifty dollars (\$50.00) per day.  
4

5 3. Upon retirement any accumulated sick days will be paid at the rate of fifty dollars (\$50.00) per  
6 day.  
7

8 B. Reporting Absence. Teachers, reporting absence, shall be informed of a telephone number they  
9 shall call prior to:

10 5:30 a.m. - High School

11 6:00 a.m. - Middle School

12 6:30 a.m. - Soudt School

13 6:30 a.m. - Elementary School  
14

15 Once a teacher has reported unavailability, it shall be the responsibility of the Administration to  
16 arrange for a substitute teacher.  
17

18 C. Contract Violations. In cases where the Administration is not notified by the agreed time, teachers  
19 guilty of first and second offenses per semester, shall receive written warnings. The third and  
20 subsequent offenses per semester may result in the employee being denied the use of sick leave for  
21 the day(s) in questions.  
22

23 D. Exhausted Leave Time. A tenure teacher who is unable to teach because of a personal illness or  
24 disability and who has exhausted all sick leave available shall be granted a leave of absence without  
25 pay for the duration of such illness or disability, up to three (3) years. (Renewable each semester in  
26 writing.)  
27

28 E. Injury (On Duty). Absence due to injury incurred in the course of the teacher's employment shall be  
29 charged to accumulated sick leave until the date that Worker's Compensation begins the weekly pay  
30 in lieu of the teacher's contract salary. The teacher's accumulated sick leave then shall be used to  
31 pay the difference between the Worker's Compensation weekly pay and the teacher's regular  
32 contract pay until the accumulated sick leave has been exhausted. The teacher will then receive the  
33 weekly compensation from the insurance carrier until he/she returns to work or the insurance  
34 obligation has been fulfilled according to the State Insurance Commission. Teachers who are on  
35 Worker's Compensation shall be granted seniority during the period of the absence from duty for up  
36 to one calendar year. Accrual of seniority while on Worker's Compensation may be granted beyond  
37 the first twelve months (up to a maximum of twenty-four additional months) at the discretion of the  
38 Board of Education.  
39

40 F. Accumulation Notification. At the beginning of each school year, the Board will notify each teacher  
41 of the number of his/her accumulated sick days.  
42

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

1 H. Continued Absence. The Administration has a right, after three (3) consecutive days or more of  
2 absence, to have the teacher's physical condition checked by a physician of the school's choosing to  
3 verify eligible disability.  
4

5 Unless specifically approved by a doctor, which may be verified by the school's physician, any  
6 illness or disability leave can extend for only thirty (30) calendar days.  
7

8  
9 **Article 12**  
10 **Paid Leaves of Absence**

11  
12 **A. Personal Business Leave.**

13  
14 1. The parties agree there may be personal conditions or circumstances which may require  
15 teacher absenteeism for other reasons than heretofore mentioned. The Board agrees that such  
16 leave, not to be accumulated nor deducted from sick leave, may be used under the following  
17 conditions.  
18

19 a. Days Granted. All teachers are entitled to two (2) days with full pay, per school year.  
20 Such days are in addition to sick leave but, if unused, will be added to teachers'  
21 accumulated sick leave at the end of each school year. Reasons for the use of such personal  
22 days will be stated in writing when two (2) personal days are taken consecutively.

23 b. Leave Condition. This leave shall be used only for the purpose of conducting personal  
24 business which cannot normally be transacted on the weekend, after school hours, or during  
25 vacation periods. Personal business days may be taken for the following reasons: Medical,  
26 Legal, Educational, Financial, or Domestic.

27 c. Request Procedure. Teachers desiring to use such a leave will submit their requests on  
28 the application at least three (3) days in advance of the anticipated absence except in the  
29 cases of emergency; in such case, the teacher shall apply as soon as possible. This form  
30 must be filed with the principal.

31 d. Exclusions. Such leave shall not be used for non-essential affairs such as: working at a  
32 part-time job, or working for themselves in a commercial enterprise, for hunting, for  
33 fishing, for shopping, or other forms of recreation. Such days of absence shall not occur  
34 immediately preceding or following a vacation period or holiday if avoidable.

35 e. Authorization. The request form shall be signed by the Superintendent or  
36 authorized agent and returned to the teacher requesting the leave at least one (1) day prior to  
37 the requested day. Approval or rejection will be so indicated on the form.  
38

39 2. Additional Leave. The Superintendent may grant two (2) additional days chargeable to sick  
40 leave. All requests shall be channeled through the Building Principal.  
41

42 3. Violation, Consequences, and Penalties. A teacher violating the provisions of this Article  
43 shall be subject to a deduction of salary for days improperly used, and may be subject to  
44 disciplinary action.  
45

1 B. Judicial Leave. A teacher called for jury duty or to give testimony before any judicial or  
2 administrative tribunal shall be compensated for the difference between the teaching pay and the pay  
3 received for the performance of such obligation.  
4

5 C. Funeral Leave. All employees covered by this Agreement shall be granted funeral leave, with earned  
6 compensation for days the employees are scheduled to work. Days for which compensation was  
7 earned shall be deducted from the employees sick leave bank. The days must be consecutive with  
8 and include the day of the funeral. Funeral leave shall be granted as follows:

9 1. A maximum of five (5) consecutive school days in the event of the death of the employee's  
10 spouse, children, step-children, mother, father, step-mother, step-father, brother, or sister.

11 2. A maximum of three (3) consecutive school days in the event of the death of the employee's  
12 mother-in-law, father-in-law, grandparents, or grandchildren.

13 3. A maximum of one (1) school day in the event of the death of the employee's aunt, uncle,  
14 sister-in-law, or brother-in-law.  
15

16 Extenuating circumstances may warrant additional time. If granted, such additional time shall also  
17 be charged to the employee's earned allowable sick leave bank.  
18

19 D. Family Illness. Absence because of illness in the immediate family may be charged to sick leave for  
20 a limited period of time. The length of the leave shall be left to the discretion of the Superintendent  
21 or designee whose decision will be based on the seriousness of the occasion.  
22

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

27	Days 1 - 5	paid by the Board
28	Days 6 - 10	paid by the Association
29	Days 11 - 15	paid by the Board
30	Days 16 - 20	paid by the Association

31  
32 F. Salary Adjustments. Each case will be judged on its own merit and salary adjustments shall be made  
33 as necessary.  
34

35 G. Marriage. A teacher who marries will be granted up to two (2) days of leave for that purpose which  
36 shall be taken from sick days.  
37

38 H. Educational Leave. The Board may grant certified personnel a leave of one (1) year for professional  
39 study if the staff member has served Jefferson at least five (5) years. If twelve (12) semester hours  
40 of credit in a planned program appropriate to the teacher's professional development have been  
41 earned each six (6) months of the leave, the staff member is eligible for the regular salary increment  
42 the following year. The staff member will receive 40% of his/her current salary and benefits. The  
43 form requesting approval from the Board must be submitted to the Superintendent by April 1.  
44 Teachers applying for Educational Leave should use the Schedule H form.  
45  
46

1 A teacher returning from such leave will be assigned to the same or a similar position. At the  
2 secondary level (7-12), every effort will be made to return the teacher to the same subject area. At  
3 the elementary level (Preschool 6), every effort will be made to return the teacher to the same grade  
4 level.

5  
6 If the staff member does not return to Jefferson Schools, all pay and benefit costs shall be repaid to  
7 the Board. A staff member must serve Jefferson Schools for three (3) years upon return or must  
8 repay one third (1/3) of the stipend for each year not on the payroll.

9  
10 I. Notification. The Association shall be notified in writing of all leaves granted to unit members.

11  
12 **Article 13**  
13 **Unpaid Leaves of Absence**  
14

15 A. Military Leave. A military leave of absence may be granted to any teacher of a military reserve unit  
16 in any branch of the armed forces of the United States. A teacher in the military reserve who is  
17 assigned active or emergency duty during the regular contract year must notify the Superintendent,  
18 or his building principal, immediately upon his notification.

19  
20 B. Association Officers Leave. A leave of absence of up to two (2) years shall be granted to any  
21 teacher upon application for the purpose of serving as an officer of the Association or on its staff.  
22 Upon return from such leave, such teacher shall be placed at the same place of the salary schedule  
23 where he or she left. The assignment will be made on the basis of qualifications and preparation,  
24 within the guidelines of the Tenure Law.

25  
26 C. Public Office Leave. A leave of absence shall be granted for a period of up to two (2) years to any  
27 teacher upon application for the purpose of campaigning for, or serving in, a public office. Upon the  
28 return from such leave, a teacher shall be placed at the same place on the salary schedule where he or  
29 she left. The assignment will be made on the basis of qualifications and preparation, within the  
30 guidelines of the Tenure Law.

31  
32 D. Child Care Leave.

33  
34 1. The Board shall grant child care leave under the following conditions:

35 a. For teachers requesting leave any time within a given school year:

36 (1) The length of the leave shall be for at least the remainder of the marking period.  
37 Requests for leave must be submitted at least thirty (30) days prior to the commencement of  
38 the leave.

39 (2) One renewal may be granted, upon request, for any consecutive marking period(s). The  
40 request(s) must be made within three (3) weeks of the teacher's established return date. The  
41 request must be made in writing to the Superintendent of Schools.

42  
43 b. For teachers requesting leave any time after the existing school year:

44 (1) The length of the leave shall be for the next marking period or longer, providing said  
45 leave is requested prior to July 1.

46 (2) One renewal may be granted, upon request, for a maximum of one (1) additional school  
47 year. The request must be made in writing to the Superintendent of Schools.



1  
2 c. All leaves granted under this section shall expire at the end of a marking period with  
3 the total leave not to exceed eight (8) marking periods.  
4

5 2. The Board shall re-employ a teacher returning from child care leave according to provisions of  
6 Section H of this Article.  
7

8 3. A written clearance by the teacher's physician stating that said teacher is physically able to  
9 resume classroom duties may be required prior to the teacher resuming a position. The Board  
10 reserves the right for a teacher to be examined by a second physician of competence in the  
11 required area(s). Should the board's choice be objectionable for valid reasons, the Board will  
12 consider the selection of another physician.  
13

14 4. It is understood that any teacher on such leave shall not be employed elsewhere as a full-time  
15 teacher during the period covered by the leave. If so employed, the leave is void and therefore  
16 cancelled.  
17

18 E. Health Leave. If a teacher is in need of a short leave of absence (one (1) to twelve (12) weeks) due  
19 to circumstances of health within his immediate family and/or personal health and/or disability,  
20 including maternity, the Superintendent may grant the unpaid leave.  
21

22 F. Personal Leave. If a teacher is in need of a short leave of absence (one (1) to five (5) days) due to  
23 personal reasons, the Superintendent may grant the unpaid leave.  
24

25 G. Additional Leaves. The Board may grant unpaid leaves for reasons other than those above. The  
26 advantage to the School District will be a prime consideration. Renewal shall be at the discretion of  
27 the Board.  
28

29 H. Return From Leave.

30 1. Any teacher returning from health or personal leave shall return to his/her original position.  
31

32 2. The Board agrees that a teacher returning from an unpaid leave, other than a health leave or  
33 personal leave, granted under this Article, shall be entitled to reinstatement according to the  
34 following:

35 a. Full Time

36 (1) The returning teacher will return to his/her original position if it has not been  
37 filled with a permanent employee.

38 (2) The returning teacher will be entitled to replace the least-senior probationary  
39 teacher occupying a like or equal position for which the returning teacher  
40 possesses certification, qualification and has greater seniority.

41 (3) If no probationary teacher occupies a like or equal position for which the  
42 returning teacher is certified and qualified, the returning teacher will be entitled to  
43 replace the least-senior tenured teacher occupying a like or equal position for  
44 which the returning teacher possesses certification, qualification and has greater  
45 seniority.

46 (4) A teacher completing at least one-half (1/2) of the scheduled work days his/her  
47 last year shall be granted one (1) step increment upon his/her return.



1 observations/evaluations shall be based upon valid criteria for evaluating professional growth as  
2 jointly determined by the Board and the Association. Such criteria shall be contained on the  
3 observation/evaluation instrument approved by the Board and Association.  
4

5 4. Follow-Up Reports. Any observation/evaluation report which notes an area in need of correction  
6 shall be handled in the following manner: within five (5) days of the signing of the observation  
7 report, the Administration shall identify specific ways/means/steps that the teacher may use to  
8 correct the noted problem. The method by which the correction process will be monitored and a  
9 realistic time frame for doing so will also be noted. Two (2) copies of the above will be given to  
10 the teacher with one (1) to be signed by the teacher within five (5) days and returned to the  
11 Administration, the other to be retained by the teacher. The teacher's signature does not  
12 necessarily indicate agreement with the report but only acknowledges receipt of the report.  
13

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

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

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

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

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

32 3. The subject matter of communications will be listed on the memoranda.  
33

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

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

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

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4 A. Compliance. Teachers are expected to comply with reasonable rules, regulations, and directions  
5 from time to time adopted by the Board or its representatives which are not inconsistent with the  
6 provisions of this Agreement.  
7  
8 B. Breaching of Professional Behavior. The Association recognizes that abuses of sick leave or other  
9 leaves, chronic tardiness or absences, willful deficiencies in professional performance or other  
10 violations of professional behavior reflect adversely upon the teaching profession. The Association  
11 will use its best efforts to correct breaches of professional behavior by any teacher.  
12  
13 C. Responsibility. A teacher's primary responsibilities are in his classroom or regular facility in which  
14 his basic assignment occurs. However, as an employee of the Board, he/she also has student  
15 responsibilities throughout the building and grounds during regular school hours at the place of his  
16 employment.  
17  
18 D. Discipline - Representation. A teacher shall at all times be entitled to have present a representative  
19 of the Association when he is being reprimanded, warned or disciplined for any infraction of rules or  
20 delinquency in professional performance. Reprimands or disciplinary action against a teacher can  
21 only be implemented by an administrator. When a request for such representation is made, no action  
22 shall be taken with respect to the teacher until such representative of the Association is present. The  
23 Association shall provide representation in a timely manner.  
24  
25 E. Due Process. No teacher, tenure or probationary, shall be reprimanded, warned, disciplined, or  
26 deprived of any position, reduced in rank or compensation, or dismissed from employment without  
27 due process. The Board endorses the general concept of progressive discipline, but reserves the right  
28 to impose a more immediate and severe penalty if the situation warrants. In addition just cause shall  
29 be accorded to all tenure teachers.  
30  
31 F. Tardiness. If a staff member is frequently tardy reporting to his assignment, or leaving early, a  
32 written warning will be given to the teacher. Should further offenses occur, the Board reserves the  
33 right to take disciplinary action.  
34  
35 G. Consequences. It is further recognized by the teacher that if, after warnings in writing by the  
36 Administrator, (copies to be provided to the teacher and copies to be retained by the Administrator),  
37 such practices continue, the Board may institute proceedings against said teacher, which may result  
38 in further discipline up to and including discharge.

39  
40 In cases of serious misconduct, such as, (but not limited to) sexual/physical misconduct, illegal  
41 activities, insubordination, deliberate misrepresentation or falsification of records, or endangerment  
42 of life or property, the administration shall not be required to give "prior warning" (either oral or  
43 written) as a prerequisite to imposition of disciplinary sanctions for such misconduct.  
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**Article 16**  
**Retirement Compensation**

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A. Resignation Of Employment.

Teachers with twenty (20) years or more in district teaching service are eligible.

2002-2003	No Change from 98-01 Contract
2003-2004	No Change from 98-01 Contract
2004-2005	Fixed dollar benefit - \$30,000
	Minimum Service Requirement of twenty (20) years
2005-2006	No Change from 2004 -2005
2006-2007	No Change from 2005-2006

B. Compensation: \$30,000 per retired teacher.

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

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

E. Expiration. This benefit expires completely on June 30, 2010.

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**Article 17**  
**Reductions in Personnel and Annexation and Consolidations of District**

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

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

C. Reduction of Personnel.

1. Before the Board acts to reduce the teaching staff for any reason, the Board shall notify the Association of the necessity, and shall furnish a list of the staff positions needed to implement the proposed educational program for the forthcoming year and in addition, shall meet with the Association to discuss the best manner of staffing. Teachers shall be given notice of layoff at least sixty (60) days prior to the effective date of the layoff.

2. Reduction of certified staff positions of bargaining unit members shall be made in inverse order of seniority, and according to certification and qualifications.

3. Probationary employees will be laid off first and shall not be retained over tenured teachers except where no tenured teacher is certified or qualified to fill a position remaining.

1 4. Tenured teachers will be laid off in inverse order of seniority, and according to certifications and  
2 qualifications as herein defined.

3  
4 5. "Certified" shall be defined as a state-recognized valid teaching certificate. A teacher will be  
5 considered certified for only those areas listed and university-verified as of the effective date of  
6 the layoff.

7  
8 6. Bumping shall be allowed only in cases where positions have been eliminated through a  
9 reduction in staff in a building or department. The teacher bumped must be the one with the  
10 least district seniority in the area, department, or building. Those affected by the original bump  
11 may follow the same procedure to secure a new position.

12  
13 Elementary teaching areas, such as Art, Music, Physical Education, etc., will be subject to  
14 district seniority in their respective teaching areas of specialization. If no such position is  
15 available, then the teacher will follow the Elementary Bumping Procedure in step b (below).

16  
17 a. Secondary Bumping Procedure Grades 7-12. When it becomes necessary to reduce a 7-12  
18 position, the teacher with the lowest district seniority in the area or department will be considered  
19 displaced. That teacher must first bump in his/her major; if there is no position available in his/her  
20 major, he/she must bump in his/her minor. If there is no position available in his/her minor, he/she  
21 may then bump in other areas covered by his/her certificate, the teacher with the least seniority in  
22 his/her area, unless this would cause a more senior teacher to be laid off. If there is still no  
23 position available, and the teacher from a 7-12 position has an elementary certificate, that teacher  
24 will follow step b (below). If the teacher does not have an elementary certificate, he/she shall be  
25 laid off.

26  
27 b. Elementary Bumping Procedure Preschool - 6. When it becomes necessary to decrease a  
28 position(s) in an elementary building(s), the teacher with the lowest seniority in his/her current  
29 grade level where the reduction is occurring has the following options:

30  
31 (1) Bump the lowest senior teacher in the building, or bump the lowest  
32 senior elementary teacher in the district.

33  
34 (2) If option 1 is not available, the teacher must bump the lowest senior  
35 teacher in the district covered by his/her certificate.

36  
37 (3) If options 1 and 2 are not available, the teacher shall be laid off.

38  
39 c. Overall Bump Bid Procedure. The Association and Administration will collaborate on the dates  
40 and documents to communicate to all teachers that may directly or indirectly be affected by the  
41 process.

42  
43 (1) Letters to all establishing the date of the Bump Bid meeting.

1 (2) Beginning with the most senior teacher affected, he/she will be asked to declare the  
2 following:

3 \*Major - at which time if his/her major would permit the teacher to bid on a job  
4 held by the least senior teacher then that job will be taken by said teacher. If no  
5 job is available then the teacher will be asked,  
6

7 \*Minor - at which time if his/her minor would permit the teacher to bid on a job  
8 held by the least senior teacher then that job will be taken by said teacher. If no  
9 job is available then the teacher will be asked,  
10

11 \*Other Certifications - at which time if his/her certifications would permit the  
12 teacher to bid on a job held by the least senior teacher then that job will be taken  
13 by said teacher. If no job is available then the teacher will be,  
14

15 (3) Laid Off  
16

17 (4) Throughout the process if the affected teacher needs to caucus to further discuss  
18 his/her options then the teacher will be permitted an opportunity, with representation, to  
19 pursue and insure his/her options.  
20

21 (5) If rules related to qualifications and certifications (NCLB, State and/or Federal Law)  
22 should be changed or adjusted then the parties agree to revisit this section.  
23

24 7. If teachers are to be reassigned to areas in the Middle School as permitted by their state  
25 certification, but do not meet the additional requirements listed in subsection 6, they shall be  
26 exempt from such additional credit requirements if he/she has had one (1) year of successful  
27 Jefferson teaching experiences in the area to which he/she is to be reassigned. The parties agree  
28 to follow state and federal law as required.  
29

30 8. Teachers on leaves of absence will be given notice of layoff if such teachers were scheduled to  
31 return to work but no position exists for which they have seniority, certification, and  
32 qualifications to claim. Such teachers shall be placed on the layoff list and will be recalled  
33 pursuant to the provisions of this Article.  
34

35 9. Laid off teachers shall be recalled to the first position for which they are certified and qualified  
36 in order of seniority.  
37

38 10. A laid off teacher who has seniority shall be considered laid off until he/she is reinstated in the  
39 school district. Refusal of an offer from the Board of a position for which the laid off teacher is  
40 certified, or failure to respond within fifteen (15) days of the receipt of a written offer, shall  
41 constitute a forfeiture of all seniority and rights of recall.  
42

43 11. Notification of recall shall be in writing, with a copy sent to the Association. The notification  
44 shall be sent by certified mail to the teacher's last known address. It shall be the responsibility of  
45 the teacher to notify the Board of any change in address.  
46

1 12. A laid off teacher shall continue to receive his/her full insurance benefits (Life, Dental, Health)  
2 through the remainder of the school year in which he/she is laid off, and through the summer  
3 months of June, July and August. Such a laid off teacher may continue his/her health, dental,  
4 and life insurance benefits beyond this cutoff date by paying monthly the normal, per-subscriber  
5 group rate premium for such benefits to the Board, and under provisions established by the  
6 insurance carrier.

7  
8 13. A laid off teacher shall, upon application, be granted priority status on the substitute teacher list.  
9

10 14. During a period of impending layoffs, all requests by teachers for leaves of absence shall be  
11 granted by the Board.  
12

13 **Article 18**  
14 **Continuity of Operations**  
15

16 A. Resolution Dispute. Both parties recognize the desirability of continuous and uninterrupted  
17 operation of the instructional program during the normal school year and the avoidance of disputes  
18 which threaten to interfere with such operations. Since the parties are establishing a comprehensive  
19 grievance procedure under which unresolved disputes may be settled by an impartial third party, the  
20 parties have removed the basic cause of work interruptions during the period of this Agreement. The  
21 Association accordingly agrees that it will not, during the period of this Agreement, directly or  
22 indirectly, engage in or assist in any strike, as defined by Section 1 of the Public Employment  
23 Relations Act.  
24

25 B. Board Agreement. The Board agrees that it will not, during the period of the Agreement, directly or  
26 indirectly engage in or assist in any unfair labor practices as defined by Section 10 of the Public  
27 Employment Relations Act.  
28

29 C. Acts of God. Nothing in this article shall require the Board to keep schools open in the event of  
30 severe and inclement weather or when otherwise presented by the Act of God. The school year may  
31 be extended as outlined by state law and regulations, and if extended shall be done so in accordance  
32 with the negotiated calendar. Such extension, if required, shall not entitle teachers to additional  
33 compensation.  
34

35  
36 **Article 19**  
37 **School Calendar**  
38

39 A. Compliance. The school calendar shall be followed as presented in Schedule A. There shall be no  
40 deviation from or change in the school calendar except by mutual agreement between the Board and  
41 the Association.  
42

43 B. Record Days. Record days shall be provided as shown in Schedule A, Calendars. Any days  
44 provided shall be used for the completion of teacher records. Students shall be excused from  
45 attendance on these days.  
46



1 C. Contract Days. The calendar will show one hundred eighty (180) student days or portions thereof or  
2 1098 hours. The teachers' work year shall be one hundred-eighty two (182) days, less any  
3 authorized "Act of God" days. Any such "Act of God" days beyond the allowance set by Michigan  
4 Law and Department of Education regulations will be made up by students and teachers at the end of  
5 the school year or at other times as specified by the calendar. Teachers will not receive additional  
6 compensation for the make up of such "Act of God" days beyond the "Grace Days" provided for  
7 under Michigan Law and Department of Education regulations, but will receive their regular pay for  
8 any such days when such days are observed. New teachers shall be scheduled to work one (1) day  
9 more than returning teachers, as shown in the calendar.

10  
11 D. State Requirements. All parties agree to meet the state requirements on teacher/student contact time  
12 concerning hours per year and days per year. If it becomes necessary to increase current  
13 teacher/student contact time to meet state requirements, the means for implementing said increase(s)  
14 shall be negotiated by the administration and the JEA.

15  
16  
17 **Article 20**  
18 **Professional Compensation**

19  
20 A. Salary Schedule. The basic salary schedule is set forth in Schedule B. Such salary schedule shall  
21 remain in effect during the term of this Agreement.

22  
23 B. Experience Credit. The Superintendent and/or Board may grant experience credit to newly  
24 employed teachers with the maximum grant being limited to that experience previously earned or ten  
25 (10) years, whichever is less.

26  
27 C. Longevity. Longevity increments will be due at steps 12-15-18-21-24-27-30.  
28 The total increment will be added at each step per Schedule B.

29  
30 D. Extra Duty. Extra duty assignments are set forth in Schedule C & C2. Such salary schedule shall  
31 remain in effect during the term of this Agreement.

32  
33 E. Mileage Reimbursement. Teachers required in the course of their work to drive personal  
34 automobiles from one school building to another shall receive a car allowance at the IRS' established  
35 rate per mile. The same allowance shall be given for the use of personal cars for authorized field  
36 trips or other business of the District. It is expressly understood that this does not constitute the  
37 leasing of a teacher's vehicle.

38  
39 F. Teaching Overload. If a teacher shall teach more than the normal teaching load as set forth in this  
40 article and is permanently assigned an additional class, he/she shall receive additional compensation  
41 at the rate of one twenty fourth (1/24) of the base contract salary for High, Middle and Sodr schools  
42 per term/marking period.

43  
44 G. Additional Work Rate. The agreed hourly rate for a teacher for additional hours beyond the normal  
45 school day and/or year shall be per teaching hour as follows:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
<u>Assignment</u>			
Curriculum Meeting(s)	\$22.00	\$22.00	\$22.00
Teaching	\$24.00	\$24.00	\$24.00

All hourly assignments must be made and approved by the Administration. All teachers in the school system will be eligible for this pay rate. Where applicable, teachers that are needed for less than one (1) hour of employment will receive a pro-rated compensation. No additional compensation will be paid for classes that need to be split on an emergency and temporary basis (temporary meaning for up to half (1/2) day).

H. Hourly Substitutes. Hourly substitutes for secondary assignments will be assigned by the Administrator. Hourly substitutes will be assigned to an opening if the teacher has an open period and is willing to assume the extra load. If more than one teacher is available for duty during the period in question, the willingness and equitable distribution of the load will be considered. The rate per hour shall be the amount stated in item G above.

I. Pay Rate. The elementary teacher will be paid according to the following teaching schedule:

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
<u>Teaching Time</u>			
One-half (1/2) hour or less	\$18.00	\$18.00	\$18.00
Over one-half (1/2) hour	\$24.00	\$24.00	\$24.00

No additional compensation will be paid for classes that need to be split on an emergency basis and temporary basis (temporary meaning for up to one-half (1/2) day).

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

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

In addition to the listed salary in Lane 4, teachers meeting one of the following conditions shall receive a maximum annual salary addition as follows:

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

	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
<u>Additional Salary</u>			
Meeting the Conditions	\$1,650	\$1,650	\$1,650

1 For a lane change effective first semester, requests must be received by October 1st. For a lane  
2 change effective second semester, requests must be received by February 1st. Forms for requesting  
3 lane changes or additional compensation are available at the Superintendent's Office. Teachers  
4 applying for Salary Lane Change Credit should use the Schedule I form.  
5

6 K. For the 2004-2005 school year a lump sum stipend shall be completely eliminated. Effective March  
7 4, 2005 all schedule B salary rates will be increased by 2% (not retroactive). The resulting salary  
8 rates will remain unchanged for the 2004-2005, 2005-2006 and 2006-2007 school years.  
9

10 L. The components of a High School, Middle School and Sodr School, full-time teacher's work day  
11 are:  
12

- 13 1. Actual pupil contact time as defined in Article 5;
- 14 2. Preparation time of one class period per day (Article 5);
- 15 3. On-duty, non-contact time of one (1) hour per day.  
16  
17

18 The total on-duty time for a full-time teacher is seven (7) and half (30 minutes) hours per day, as  
19 provided in Article 5.  
20

21 The parties hereby agree that High School, Middle School and Sodr School teachers who share a  
22 full-time position, or who hold a part-time position, shall be required to be present and on duty  
23 according to the following formula:  
24

- 25 1. The actual time required for his/her assigned pupil contact (hours);
- 26 2. Fifteen (15) minutes of preparation time for each pupil contact hour;
- 27 3. Non-contact time directly proportionate to his/her pupil contact time.  
28

29 **Example for High School, Middle School and Sodr:**  
30

31 Example: 6 hour day - Teacher load is 5 classes taught in a 6 period day  
32

<u>Pay Scale</u>	<u>On-Duty Time Plus Prep of</u>
34 1 classes 20%	+15 minutes
35 2 classes 40%	+30 minutes
36 3 classes 60%	+45 minutes
37 4 classes 80%	+60 minutes

38  
39 Example #1: A teacher is assigned to teach two class periods.  
40

- 41 1. 110 minutes (two class periods) contact time
- 42 2. Two class periods times 15 min. = 30 min. prep time
- 43 3. Two class periods worked = 110 min.  
44  $\frac{2}{3} \times 30 \text{ min. (non contact time)} = 20 \text{ min.}$
- 45 4. Next, add 1, 2, 3 above:  $110 + 30 + 20 = 160 \text{ min. Total on duty time}$   
46  
47  
48

**Article 21**  
**Special Teaching Assignments**

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3  
4 A. Summer School. Assignments for Summer School Programs will be posted and filled on an annual  
5 basis by the Board. Teachers represented in this Agreement will first be offered assignments on the  
6 basis of certification, qualifications, and seniority. The rate of pay will be per teaching hour as  
7 follows:

8  
9

<u>Salary</u>	<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
Summer School Per Hour	\$24.00	\$24.00	\$24.00

10  
11  
12

13 There will be no compensation for preparation time.

14  
15

**Article 22**  
**Student Discipline and Teacher Protection**

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17  
18

- 19 A. Discipline Maintenance and Control. The Board recognizes its responsibility to give all reasonable  
20 support and assistance to teachers with respect to the maintenance of control and discipline in the  
21 classroom. The Board further recognizes that the teacher may not fairly be expected to assume the  
22 role of warden or custodian for emotionally disturbed students nor to be charged with responsibility  
23 for psychotherapy. Whenever it appears that a particular pupil requires the attention of special  
24 counselors, social workers, law enforcement personnel, physicians or other professional persons, the  
25 Board will take reasonable steps to utilize such professional personnel as are available.
- 26  
27
- 28 B. Student Misbehavior. Teachers shall first discuss daily problems with the child. If necessary,  
29 teachers shall have a conference with the parent(s) before referring the student to the Administration  
30 for further action in day to day mischievous student conduct. A teacher may send a pupil to the  
31 principal of the building when the grossness of the offense, the persistence of the misbehavior or the  
32 disruptive effect of the violation makes the continued presence of the student intolerable. In such  
33 cases, the teacher will furnish the principal, as promptly as his teaching obligations will allow, full  
34 particulars of the incident. Any student sent to the office for serious or continuous misbehavior will  
35 be allowed back to class only after a conference with the teacher, the student, the student's  
36 counselor, and an Administrator; counselors are not included in the elementary student process. The  
37 student's parents will be notified of such meeting. Should such gross misbehavior persist, the student  
38 will be suspended from school until a parent meets with a Building Administrator.
- 39
- 40 C. Temporary Suspension. Temporary suspension of students from school may be imposed only by the  
41 Superintendent or his designated representative. School authorities will achieve correction of student  
42 behavior through counseling and interviews with the teacher, child, and parents. Permanent  
43 exclusion from the school remains the sole right of the Board of Education.
- 44  
45  
46

- 1 D. Assault or Abuse. Any case of assault upon a teacher during the course of school business shall be  
2 promptly reported to the school's Principal, who will immediately report the incident to the  
3 Superintendent of Schools. The student will be suspended until such a time that arrangements have  
4 been made for a hearing on the suspension before the Board of Education. If the act of a non-student  
5 is of such a nature that it should be prosecuted in a court of law, the case will be referred to the  
6 Board Attorney and the County Prosecuting Attorney for action. In any case upon an assault of a  
7 teacher, the Board's legal counsel shall advise the teacher of his/her rights and obligations with  
8 respect to assault, and shall render assistance to the teacher in connection with handling the incident  
9 by law enforcement officers and judicial authorities.  
10
- 11 E. Time and Property Loss. Teacher property which is lost, damaged or vandalized while on school  
12 property shall be subject to reimbursement of actual value (up to a maximum of \$500) by the Board  
13 upon reasonable documentation of loss and value. PROVIDED, however, that this shall not apply to  
14 loss incurred in circumstances where teacher negligence is a primary causal factor (such as failure to  
15 take reasonable precautions to place objects in a secure location or unnecessarily bringing valuable  
16 objects onto school premises).  
17
- 18 F. The district will provide personal property coverage for catastrophic events or losses such as fire  
19 damage, flood damage, water damage, criminal damage and/or Act of God. The teachers will pay the  
20 insurance deductible.  
21  
22

23 **Article 23**  
24 **Group Insurance Protection**  
25

26 A. Protection.  
27

- 28 1. Coverage. The Board shall provide insurance protection for full time employees as described  
29 below.  
30 a. MESSA Supercare I until Choices II becomes available on September 1, 2004. The parties  
31 have agreed to change from Supercare I to Choices II as soon as Choice II is available.  
32 -If Choices II is not available by Sept. 1, 2004, the district will pay for all health  
33 care costs to continue at Supercare I through Sept. 30, 2004.  
34 -If Choices II is not available by Oct. 1, 2004, each full time employee selecting  
35 Pak #2 Plan A will contribute \$37.50 for said month.  
36 -If Choices II is not available by Nov. 1, 2004, each full time employee selecting  
37 Pak #2 Plan A will contribute \$37.50 for said month.  
38 -If Choices II is not available by Dec. 1, 2004, the parties agree to revisit this  
39 issue only.  
40
- 41 b. MESSA's Pak #2 for the contractual period for the employee and his/her entire family  
42 and any other eligible dependents as defined by MESSA.  
43  
44  
45  
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48

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

2 Health Supercare I until Choices II is available (see section a above)  
3 Long Term Disability 70%  
4 90 Calendar Days Modified Fill  
5 Maternity Coverage  
6 Freeze on Offsets  
7 Pre-Existing Condition Waiver  
8 Alcoholism/Drug - 2 year limitation  
9 Mental/Nervous - same as any other illness  
10  
11 Negotiated Life \$40,000 with AD&D  
12  
13 Vision VSP 3  
14 Dental 100:90/90/90: \$3000  
15 Plan Month - July (\$1000 Class I & II Maximum)  
16

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

19  
20 Long Term Disability 70% same as above  
21  
22 Negotiated Life \$50,000 with AD&D  
23  
24 Vision VSP 3  
25  
26 Dental 100:90/90/90: \$3000  
27 Plan Month - July (\$1000 Class I & II Maximum)  
28

29 B. Premium Payments. The Board shall make payment of insurance premiums for each full time  
30 teacher to assure insurance coverage for the full twelve month period commencing September 1st,  
31 and ending August 31st. When necessary, premiums on behalf of the teacher shall be made  
32 retroactively to assure uninterrupted participation and coverage.  
33

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

40 2. Full Time Employee Contributions.

- 41 i. Each employee who selects PAK#2 Plan A shall contribute thirty-five (\$35.00) dollars  
42 per month in pre-tax deduction toward the costs of his/her health insurance premium.  
43 This provision takes effect beginning with the 2005-2006 school year.  
44 ii. Each employee who selects PAK#2 Plan A shall contribute seventy-five (\$75.00) dollars  
45 per month in pre-tax deduction toward the costs of his/her health insurance premium.  
46 This provision takes effect beginning with the 2006-2007 school year.

- 1 C. Part-Time Teacher Benefits and Contributions. Part-time teachers shall be entitled to participate in  
2 the Group Insurance Program. For those teachers selecting PAK #2 Plan A the Board shall make  
3 premium payment on a prorated basis equal to the staff member's salary proration. Staff members  
4 not selecting PAK #2 Plan A shall receive PAK #2 Plan B with no proration.  
5

6 **Article 24**

7 **Professional Grievance Procedure**  
8

- 9 A. Personal Complaint. If an individual teacher has a personal complaint which he desires to discuss  
10 with his principal, he is free to do so without recourse to the grievance procedure.  
11
- 12 B. Definition. A grievance is a claim by a teacher or the Association as represented by the President or  
13 the President's designee of improper application or interpretation of this Agreement.  
14
- 15 C. Level 1. If the Association or an individual teacher has a complaint which may be grievable, it  
16 shall be discussed first with the proper administrator. An individual teacher may be accompanied  
17 by a representative of the association. (This step may be the same as "A" above.)  
18
- 19 D. Level 2. The grievant may invoke the formal grievance procedure within seven (7) school days of  
20 the alleged infraction on the form set forth in annexed Schedule D, signed by the grievant and a  
21 Representative of the Association, which form shall be available from the Association  
22 Representative in each building. A copy of the grievance form shall be delivered to the principal or  
23 supervisor, who shall sign a receipt for said grievance. If the grievance involves policy, the  
24 Association may file with the Superintendent of Schools.  
25
- 26 E. Level 3, Grievance Presentation. Within three (3) school days of receipt of the grievance, the  
27 principal or supervisor shall meet with an Association representative and the grievant in an effort to  
28 resolve the grievance. The principal or supervisor shall indicate his disposition of the grievance in  
29 writing within three (3) school days of such meeting, and shall furnish a copy thereof to the grievant  
30 and the Association.  
31
- 32 F. Settlement and/or Dropping of Grievance. Any grievance that either (1) is not processed further or  
33 (2) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such  
34 settlement shall be final and binding upon the Board, the employee or employees involved, and the  
35 Association and its members.  
36
- 37 G. Unsatisfactory Resolution (Level 3). If the grievance is not satisfactorily resolved by the preceding  
38 disposition, or if no disposition has been made within three (3) school days of such meeting, the  
39 grievance shall be transmitted to the Superintendent by the Association. Said transmission to the  
40 Superintendent must be within fifteen (15) school days. Within five (5) school days, the  
41 Superintendent or his designee shall meet with an Association representative on the grievance and  
42 shall indicate his disposition of the grievance in writing within three (3) school days of such  
43 meeting, and shall furnish a copy thereof to the Association.  
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- 1 H. Level 4, Board Hearing. If the grievance is not satisfactorily resolved by the Superintendent or his  
2 designee, or if no disposition has been made within three (3) school days of such meeting, the  
3 grievance shall be transmitted to the Board by filing a written copy thereof with the secretary or  
4 other designee of the Board. Said filing with the Board must be within fifteen (15) school days.  
5 The Board, no later than its next regular meeting or two (2) calendar weeks, whichever shall be later,  
6 may hold a hearing on the grievance, or give such other consideration as it shall deem appropriate.  
7
- 8 I. Level 5, Arbitrator. If the Association is not satisfied with the disposition of the grievance by the  
9 Board, only the Association and not the individual teacher, may submit the grievance to arbitration  
10 before an impartial arbitrator. If the parties cannot agree as to the arbitrator within fifteen (15)  
11 calendar days from the notification date that arbitration will be pursued, he shall be selected by the  
12 American Arbitration Association in accord with its rules which shall likewise govern the arbitration  
13 proceeding. The Board and the Association shall have no power to alter, add to, or subtract from the  
14 terms of this Agreement. Both parties agree to be bound by the award of the arbitrator and agree that  
15 judgment thereon may be entered in any court of competent jurisdiction.  
16
- 17 J. Arbitrator Expenses. The fees and expenses of the arbitrator shall be shared equally by the parties.  
18
- 19 K. Not Arbitrable. It is expressly understood that the arbitrator shall have no jurisdiction to rule upon  
20 the non-renewal of a probationary teacher by the Board of Education.  
21
- 22 L. Reinstatement Provision. If any teacher for whom a grievance is sustained shall be found to have  
23 been unjustly discharged, he/she shall be reinstated with full reimbursement of all professional  
24 compensation lost. If he/she shall have been found to have been improperly deprived of any  
25 professional compensation or advantage, the same or its equivalent in money shall be paid to  
26 him/her.  
27
- 28 M. Time Limitations. The time limits provided in this Article shall be strictly observed but may be  
29 extended by written agreement of the parties. In the event a grievance is filed after May 15th of any  
30 year and strict adherence to the time limits may result in hardship to any party, the Board shall use  
31 its best efforts to process such grievance prior to the end of the school term or as soon thereafter as  
32 possible.  
33
- 34 N. Violation of Time Any grievance which is not timely filed and/or appealed within the specific time  
35 limits set forth in that step level shall be considered to be settled on the basis of the decision  
36 rendered at the previous level. The failure of the Board, at any step level on the grievance  
37 procedure, to communicate the decision on grievance in writing to the Union, within the prescribed  
38 time limits set forth in that step level of the grievance procedure shall permit the Union to file an  
39 appeal of the grievance at the next higher step of the grievance procedure, but shall not be deemed to  
40 be an admission as to the substantive merit of said grievance. The time for filing such an appeal  
41 shall be measured from the date on which the response to the grievance was due.  
42
- 43 O. Building Representation. There shall be one or more Association representatives for each school  
44 building to be selected in a manner determined by the Association. The Association shall inform the  
45 Principals of each school building and the Superintendent not later than the second week of school of  
46 the name or names of the designated Association representatives of each school building and their  
47 designated alternates in case of absence.



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**Article 25**  
**Negotiation Procedures**

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- A. Commitment. 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 a written and signed amendment to this Agreement.
  - B. Negotiations Initiation. Prior to April 1<sup>st</sup>, 2007, upon request of either party, negotiations shall be undertaken for an agreement covering the ensuing school year(s). All efforts shall be made to end negotiations by July 1<sup>st</sup>.
  - C. Selecting Representatives. Neither party in any negotiations shall have any control over the selection of the negotiating or bargaining representatives of the other party and each party may select its representatives from within or outside the school district. While no final agreement shall be executed without ratification by the Association and approval by the Board of Education, 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.

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**Article 26**  
**Health**

A. Medical Exams.

- 1. Teacher Physical. For the protection of children, the Board of Education may require of each teacher a yearly health statement from a licensed physician. A school physician shall be designated by the Board and his services may be used without cost to the teacher. Required health statements must be filed in the office of the Superintendent not later than September 1 for newly employed personnel, and October 1<sup>st</sup> for returning personnel. Teachers will meet the requirements of the state guidelines at no expense to the teacher.
- 2. Dissatisfaction. In the event either party is dissatisfied with the results of the examination, the results of a clinical service of a recognized hospital shall supersede those of the original physician, the protesting party bearing the expense of the examination.

B. Illness and Injury.

- 1. Physicians Certificate. A teacher who is not able to return to duty on Monday following a one (1) week's illness or injury shall present a licensed physician's certificate of ability to return to work to the principal upon his return, if so required.
- 2. Nervous Disorders. A teacher who has been absent because of a nervous disorder must present a satisfactory report from a practicing, licensed physician or psychologist. In addition, a medical or psychological report from the school district's designated physician or psychologist may be required.

1 3. Board Examination Request. The Board of Education shall have the right to demand a clinical  
2 examination, either physical, mental or both, at its expense, when in its estimation the health of a  
3 teacher makes him unable to perform satisfactorily his assignment in the school system.  
4

5 **Article 27**  
6 **Orientation of New Teachers**  
7

8 A. Provisions For. The Board and the Association will provide at least a one (1) day orientation  
9 program for all new teachers and the previous year's second semester probationary teachers  
10 employed in the school system.  
11

12 1. Composition. Three (3) representatives from the Board and two (2) representatives from the  
13 Association will make up the committee, to be appointed by the Board and the Association  
14 respectively. The program must be approved by the Superintendent of Schools.  
15

16 B. Planning. The committee, at the request of either party, will meet the second week in August to plan  
17 the orientation program.  
18

19 C. New Teacher Assistance Program. Each new teacher shall be assigned to a Teacher Mentor for the  
20 purpose of aiding the incoming teacher with lesson planning, instructional techniques, classroom  
21 management, scope and sequence of learning skills as they relate to course objectives, and  
22 development of intra/interpersonal relationships. Teacher Mentors will be selected by the  
23 administration from those interested parties and may serve once every three years. This assignment  
24 does not necessarily have to be made in the same grade level or given to the Department Head.  
25 Teacher Mentors will be tenure teachers and not responsible for evaluations. Teacher Mentors will  
26 be provided with a guide for implementing the program to be developed. Compensation for such  
27 activity will be as provided in Schedule C2.  
28

29 **Article 28**  
30 **In-Service Training**  
31

32 A. Provisions. In view of the changing nature of education, the school calendar will provide for in-  
33 service/staff development training. The purpose of this training shall be to keep Jefferson teachers  
34 abreast of current innovations in curriculum and methods of presentation. Topics relevant to  
35 education and of interest to staff will also be considered as items for in-service.  
36

37 B. Representation. Three (3) representatives from the Board and five (5) representatives from the  
38 Association shall make up the committee responsible for planning in-service/staff development  
39 training. All programs must be approved by the Board and/or the Superintendent.  
40

41 C. Planning. The Committee shall be responsible for planning and coordinating staff development  
42 programs, selected in-service topics, and other staff related programs such as awards, recognition,  
43 etc. Suggestions are encouraged from the various departments, grade levels, and individuals.  
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**Article 29**  
**Miscellaneous Provisions**

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4 A. Agreement Protection. Any individual contract between the Board and an individual teacher,  
5 heretofore executed shall be subject to and consistent with the terms and conditions of this  
6 Agreement and any individual contract hereafter executed shall be expressly made subject to and  
7 consistent with the terms of this or subsequent agreements to be executed by the parties. If an  
8 individual contract contains any language inconsistent with this Agreement, this Agreement shall be  
9 controlling.  
10  
11 B. No Return Notices. Prior to March 1st of the school year, staff members not intending to return  
12 should give notice to the Superintendent. This in no way will waive the right and privileges that a  
13 teacher has under the State Tenure Act.  
14  
15 C. Policy Incorporation. The provisions of this Agreement shall be incorporated into and be considered  
16 part of the established policies of the Board.  
17  
18 D. Invalid Provisions. In the event that any of the provisions of this Agreement shall be or become  
19 legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of  
20 the provisions hereof.  
21  
22 E. Agreement Distribution. Copies of this Agreement shall be made available by the Board. Copies  
23 shall be presented to all teachers now employed, and hereafter employed by the Board.  
24 F. Change in Resources.  
25 It is contemplated that the terms and conditions of employment provided in this Agreement shall  
26 remain in effect until altered by mutual consent in writing between the parties. Nevertheless,  
27 because of the special nature of the public educational process it is likewise recognized that matters  
28 previously unforeseen or not negotiated may be negotiated by mutual consent of the parties. If there  
29 is a dramatic drop in district resources then the parties will agree to discuss the issues that surround  
30 the drop in resources. It is in the public interest that the opportunity for mutual discussion of such  
31 matters be provided.  
32

**Article 30**  
**Educational Improvements**

- 33  
34  
35  
36 A. Conference Attendance. The Board shall pay, within the framework established by the Board,  
37 expenses as detailed on Conference Expense Report (fees, meals, lodging, and/or transportation)  
38 incurred by teachers who attend workshops, seminars, conferences, or other professional  
39 improvement sessions at the request and/or with the advance approval of the Superintendent or  
40 his designee. Teachers applying for a Conference or Conference Expenses should use Schedule L  
41 and/or M.  
42  
43 B. Credits Earned. Any credits earned shall not be applied towards lane changes.  
44  
45  
46

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

6  
7 **Article 31**  
8 **Seniority**  
9

10 A. Seniority Defined. Seniority shall be defined as the total service in the bargaining unit, computed  
11 from the first day the teacher reported for work. All teachers henceforth hired to begin work on the  
12 same day shall participate in a drawing to determine their placement on the seniority list. Seniority  
13 is continuous, uninterrupted service in the bargaining unit, as described below.  
14

15 B. Acquiring Seniority. Seniority is acquired by an employee from the first day of work in a bargaining  
16 unit position. An employee's seniority date will be adjusted periodically as required to account for  
17 periods of time when the employee has not earned seniority.  
18

19 C. Seniority Lists. Two seniority lists shall be maintained by the District. One for certified teaching  
20 bargaining unit members and another for non-teaching certified bargaining unit members. The  
21 Superintendent shall publish and post updated seniority lists no later than October 1 of each year.  
22 The initial seniority list shall be posted within thirty (30) days of the effective date of this  
23 Agreement. A copy of the seniority list and subsequent revisions shall be furnished to the  
24 Association. Any employee objecting to the seniority list shall do so by November 1st of each year  
25 or within thirty (30) days of the posting of the initial seniority list, otherwise any claims of  
26 adjustments to seniority are permanently waived.  
27

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

- 29 1. Resigns or retires;
  - 30 2. Is discharged for cause and not reinstated;
  - 31 3. Fails to report for work at the termination of a leave of absence;
  - 32 4. Fails to report for work upon recall from layoff.
- 33

34 *Neither layoff or the taking of approved leave of absence as provided in*  
35 *this Agreement shall cause the loss of seniority.*  
36

37 E. Seniority. An employee will earn and accrue seniority as follows:

- 38 1. Full Seniority - over 75% of a full assignment.
  - 39 2. Three Fourths Seniority - over 50% up to and including 75% of a full assignment.
  - 40 3. One Half Seniority - over 25% up to and including 50% of a full assignment.
  - 41 4. One Fourth Seniority - up to and including 25% of a full assignment.
- 42

43 F. Interrupted Seniority. Seniority is interrupted and no longer accrues during any period when an  
44 employee is:

- 45 1. Employed in a supervisory/administrative position at Jefferson Schools.
- 46 2. On an unpaid leave of absence except as provided elsewhere in this Agreement.
- 47 3. Laidoff.

1 G. Seniority During Leaves of Absence. Seniority will continue to accrue while an employee is on an  
2 approved leave of absence as defined herein. Seniority will not accrue while an employee is on  
3 unpaid leave of absence except as follows:

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

9  
10 **Article 32**  
11 **Nurses Benefits**  
12

13 A. Agreement. It is hereby agreed by and between the parties to this Agreement that the position of  
14 School Nurse shall be made part of this Agreement subject to the following restrictions, agreements, and  
15 understandings:  
16

- 17 1. The position shall be non-tenured with non-tenure contracts being issued each year.
- 18
- 19 2. The position shall require certification as issued by the State Department of Education.
- 20
- 21 3. The position shall require the same calendar and on-duty hours as a certified staff member.  
22 Less than full-time employees shall work on a pro-rated basis.
- 23
- 24 4. Position schedules shall be made available prior to the opening of school with input from  
25 those in the position.
- 26
- 27 5. Shared-time assignments shall be made in accordance with the terms of the Master Agreement.
- 28
- 29 6. The position shall not gain seniority with the certified staff but rather on a separate seniority list  
30 restricted to position holders only. Seniority credit shall be earned in the same manner as a  
31 teacher.
- 32
- 33 7. Position holders having, or gaining, teacher certification in addition to the required position  
34 certification shall not have any rights to bid on a teacher vacancy. Rather, they may apply and  
35 be considered with all other applicants.
- 36
- 37 8. The position holder shall be entitled to fifteen (15) days per year sick leave to a maximum of one  
38 hundred eighty (180) days accumulated. In addition he/she will receive two (2) personal days  
39 each year. Unused personal days are rolled into sick leave.
  - 40 A. The unused portion of such allowance shall accumulate to a maximum of one  
41 hundred-eighty (180) school days. After June 30th, any unused sick days in  
42 excess of 180 days, shall be paid at a rate of fifty dollars (\$50.00) per day.
  - 43 B. Upon retirement any accumulated sick days will be paid at the rate of fifty  
44 dollars (\$50.00) per day.
- 45
- 46 9. The position holder shall be evaluated, in writing, by a member of the administrative staff at least  
47 once every two (2) years.

1 10. Position reductions shall be made in reverse order of position seniority with a notice of sixty  
2 (60) calendar days prior to the effective date of the lay-off.

3  
4 B. Additional Provisions in addition to the above, the following Articles and/or Sections of the Master  
5 Contract shall apply to position holders.

- 6 1. Article 12 - Paid Leave of Absence Sections A, B, C, and D only  
7  
8 2. Article 13 - Unpaid Leave of Absence Sections A, C, D, E, F, and G only  
9  
10 3. Article 15 - Professional Conduct All Sections  
11  
12 4. Article 16 - Retirement Compensation All Sections  
13  
14 5. Article 17 - Reductions in Personnel Section C.12 only  
15  
16 6. Article 18 - Continuity of Operations All Sections  
17  
18 7. Article 19 - School Calendar All Sections  
19  
20 8. Article 20 - Professional Compensation Section E and K only  
21  
22 9. Article 23 - Group Insurance Protection All Sections  
23  
24 10. Article 24 - Professional Grievance Procedure All Sections  
25  
26 11. Article 26 - Health All Sections  
27  
28 12. Article 29 - Miscellaneous Provisions All Sections  
29  
30

31 C. Compensation:

32 The position shall be compensated as per the following schedule:

33  
34

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
\$32,000	\$33,000	\$34,000

35  
36

37 As of March 4, 2005 the pay compensation will be as follows:

38  
39

<u>2004-05</u>	<u>2005-06</u>	<u>2006-07</u>
\$32,640	\$33,000	\$34,000


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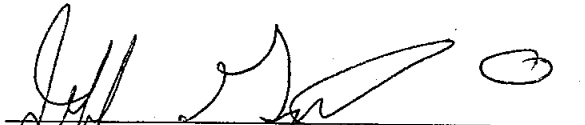
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**Article 33**  
**Duration of Agreement**

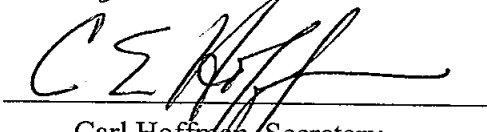
This Agreement shall be effective as of September 1, 2002, and shall continue in effect through August 31, 2007. The Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

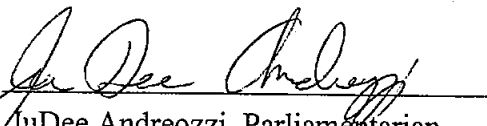
**Board of Education**

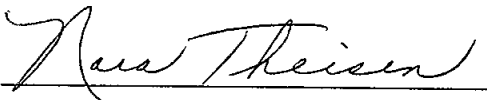
  
Richard Mc Devitt, President

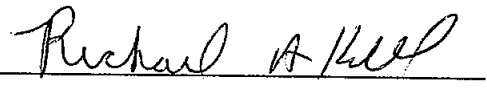
  
Jeff Grodi, Vice-President

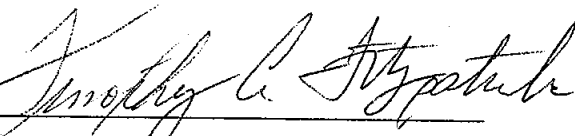
  
Al Sander, Treasurer

  
Carl Hoffman, Secretary


  
JuDee Andreozzi, Parliamentarian


  
Nora Theisen, Trustee

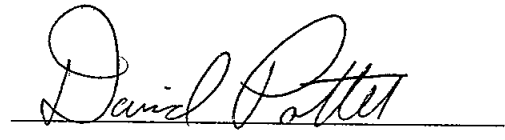
  
Rick Kull, Trustee

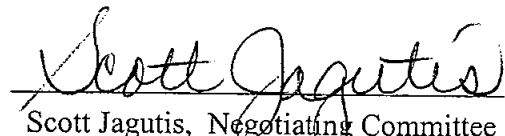
  
Tim Fitzpatrick, Superintendent

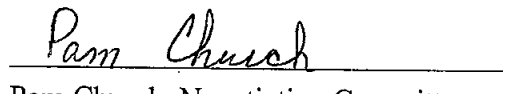
**Education Association**

  
Barbara Orr, President

  
Judy Greene, Secretary

  
David Potter, Negotiating Committee

  
Scott Jagutis, Negotiating Committee

  
Pam Church, Negotiating Committee

# Schedule

## A

# CALENDARS

*Inservice days may be adjusted in order to comply with State requirements  
for days/ hours of instruction.*



# JEFFERSON SCHOOLS 2004-2005 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/25 First Day of School (students)  
 9/3-6 Labor Day Break  
 10/20 Countywide In-service Day (Teachers only)  
 11/25-26 Thanksgiving Break  
 12/20-12/31 Christmas Break  
 Inservice Dates 8-23, 8-24, 10-20, 2-22, 3-24,

1/17 Semester Break  
 2/21 Winter Break  
 3/25-4/1 Easter Break  
 5/30 Memorial Day  
 6-7 & 6-8 Half Day Students  
 8-23, New Teacher Day

**AUGUST**

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

**DECEMBER**

M	T	W	TH	F
		1	2	3
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

**APRIL**

M	T	W	TH	F
				1
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11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

**SEPTEMBER**

M	T	W	TH	F
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13	14	15	16	17
20	21	22	23	24
27	28	29	30	

**JANUARY**

M	T	W	TH	F
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17	18	19	20	21
24	25	26	27	28
31				

**MAY**

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23	24	25	26	27
30	31			

**OCTOBER**

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**FEBRUARY**

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28				

**JUNE**

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27	28	29	30	

**NOVEMBER**

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

**MARCH**

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

**Notes:**

(1) The number appearing to the left of each month represents the number of days available for instruction.

# Jefferson Schools 2005-2006 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/24 First Day of School (students)  
 9/2-5 Labor Day Break  
 10/19 Countywide In-service Day (Teachers only)  
 11/24-25 Thanksgiving Break  
 12/21-1/3 Christmas Break  
 Inservice Dates 8-22, 8-23, 10-19, 3-14, 5-11

1/16 Semester Break  
 2/20 Winter Break  
 4/14-4/21 Easter Break  
 5/29 Memorial Day  
 6-6 & 6-7 Half Day Students  
 8-22, New Teacher Day

**AUGUST**

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
			25	26
29	30	31		

**DECEMBER**

M	T	W	TH	F
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19	20			

**APRIL**

M	T	W	TH	F
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**SEPTEMBER**

M	T	W	TH	F
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**JANUARY**

M	T	W	TH	F
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**MAY**

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	30	31		

**OCTOBER**

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**FEBRUARY**

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	21	22	23	24 <sup>s</sup>
27	28			

**JUNE**

M	T	W	TH	F
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19	20	21	22	23
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**NOVEMBER**

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
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21	22	23		
28	29	30		

**MARCH**

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13		15	16	17
20	21	22	23	24
27	28	29	30	31

**Notes:**

(1) The number appearing to the left of each month represents the number of days available for instruction.

# Jefferson Schools 2006-2007 District Calendar

= Holidays / Vacations

= Dates of Importance

= Inservice Day

8/29 First Day of School (students)  
 9/1-4 Labor Day Break  
 10/18 Countywide In-service Day (Teachers only)  
 11/23-24 Thanksgiving Break  
 12/20-1/2 Christmas Break  
 Inservice Dates 8-25, 8-28, 10-18, 3-20, 5-10,

1/22 Semester Break  
 2/19 Winter Break  
 4/6-4/13 Easter Break  
 5/28 Memorial Day  
 6-11 & 6-12 Half Day Students  
 8-25, New Teacher Day

AUGUST				
M	T	W	TH	F
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DECEMBER				
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APRIL				
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OCTOBER				
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FEBRUARY				
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JUNE				
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NOVEMBER				
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MARCH				
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**Notes:**

(1) The number appearing to the left of each month represents the number of days available for instruction.

Schedule

B

SALARY

**SCHEDULE B  
TEACHERS SALARY SCALE**

**SEPTEMBER 1, 2002 THROUGH MARCH 3, 2005**

<u>Years of Service</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$34,603	\$35,554		
2	\$35,959	\$36,899		
3	\$38,584	\$39,797		
4	\$40,071	\$41,558		
5	\$41,911	\$43,674		
6	\$44,378	\$46,137	\$48,600	\$51,063
7	\$46,841	\$48,603	\$53,530	\$57,235
8	\$49,658	\$51,772	\$56,702	\$60,408
9	\$52,482	\$54,941	\$59,875	\$63,574
10	\$55,705	\$58,818	\$63,044	\$66,742
11	\$59,812	\$63,333	\$66,840	\$70,574

**March 4, 2005 through August 31, 2007**

<u>Years of Service</u>	<u>BA</u>	<u>MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	\$35,295	\$36,265		
2	\$36,678	\$37,637		
3	\$39,356	\$40,593		
4	\$40,872	\$42,389		
5	\$42,749	\$44,547		
6	\$45,266	\$47,060	\$49,572	\$52,084
7	\$47,778	\$49,575	\$54,601	\$58,380
8	\$50,651	\$52,807	\$57,836	\$61,616
9	\$53,532	\$56,040	\$61,073	\$64,845
10	\$56,819	\$59,994	\$64,305	\$68,077
11	\$61,008	\$64,600	\$68,177	\$71,985

**Longevity Pay Scale**

<b>Steps</b>	<b>2004-2005</b>	<b>2005-2006</b>	<b>2006-2007</b>
12-14	\$550	\$561	\$561
15-17	\$1,100	\$1,122	\$1,122
18-20	\$1,650	\$1,683	\$1,683
21-23	\$2,200	\$2,244	\$2,244
24-26	\$2,750	\$2,805	\$2,805
27-29	\$3,300	\$3,366	\$3,366
30-up	\$3,850	\$3,927	\$3,927

# Schedule

## C & C2

# EXTRA DUTY

**SCHEDULE C  
ATHLETIC SCHEDULE**

I. Competitive Athletics

A. Football

	X	Y
1. Varsity Head Coach	4750	2750
a. assistant	3000	1500
b. assistant	3000	1500
c. assistant	3000	1500
2. J.V. Head Coach	3000	1500
a. assistant	2750	1350
3. 9 <sup>th</sup> Grade Head Coach	2750	1350
a. assistant	2600	1300
4. 8 <sup>th</sup> Grade Head Coach	2000	1000
a. assistant	1850	925
5. 7 <sup>th</sup> Grade Head Coach	2000	1000
a. assistant	1850	925

B. Cross Country (combined Boys/Girls Teams)

1. Varsity Head Coach	4000	2000
a. assistant	2250	1125
2. Middle School Head Coach	1850	925

C. Golf (Boys/Girls)

1. Varsity Head Coach	3200	1500
a. assistant	2250	1000
2. Middle School Head Coach	1850	750

D. Basketball (Boys/Girls)

1. Varsity Head Coach	4500	2500
a. assistant	3000	1500
2. J.V. Head Coach	3000	1500
3. 9 <sup>th</sup> Grade Head Coach	2750	1350
4. 8 <sup>th</sup> Grade Head Coach	2000	1000
5. 7 <sup>th</sup> Grade Head Coach	2000	1000

E. Volleyball

1. Varsity Head Coach	4500	2500
a. assistant	3000	1500
2. J.V. Head Coach	3000	1500
3. 9 <sup>th</sup> Grade Head Coach	2750	1350
4. 8 <sup>th</sup> Grade Head Coach	2000	1000
5. 7 <sup>th</sup> Grade Head Coach	2000	1000

F. Wrestling

1. Varsity Head Coach	4500	2500
a. assistant	3000	1500
2. JV Head Coach	3000	1500
3. 9 <sup>th</sup> Grade Head Coach	2750	1350
4. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach	2000	1000
a. assistant	1850	925

G. Track (Boys/ Girls)

1. Varsity Head Coach	4000	2000
a. assistant	2750	1350
b. throws coach	2250	1125
2. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Coach	1850	925
a. assistant	1800	900

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H. Baseball		X	Y
1. Varsity Head Coach		4000	2000
a. assistant		2750	1350
2. JV Head Coach		2750	1350
3. 9 <sup>th</sup> Grade Head Coach		2500	1200
4. 8 <sup>th</sup> Grade Head Coach		1850	925
5. 7 <sup>th</sup> Grade Head Coach		1850	925
I. Softball			
1. Varsity Head Coach		4000	2000
a. assistant		2750	1350
2. JV Head Coach		2750	1350
3. 9 <sup>th</sup> Grade Head Coach		2500	1200
4. 8 <sup>th</sup> Grade Head Coach		1850	925
5. 7 <sup>th</sup> Grade Head Coach		1850	925
J. Soccer (Boys/ Girls)			
1. Varsity Head Coach		4000	2000
2. JV Head Coach		2750	1350
3. 9 <sup>th</sup> Grade Head Coach		2500	1200
4. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach		1850	925
K. Tennis (Boys/ Girls)			
1. Varsity Head Coach		3550	1500
a. assistant		2250	1000
2. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach		1850	750
L. Swimming (Boys/Girls)			
1. Varsity Head Coach		4000	2000
a. assistant		3000	1500
b. diving coach		2250	1125
2. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach		2000	1000
a. assistant		1850	925
M. Cheerleading (Competitive)			
1. Varsity Head Coach		3550	1500
2. JV Head Coach		2250	1000
3. 9 <sup>th</sup> Grade Head Coach		1850	750
4. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach		1850	750

**SCHEDULE C-2**

**II. PROGRAMS COACHES, SPONSORS AND ADVISORS**

		X	Y
A. Cheerleading (sideline)			
1. Varsity Head Coach		2250	1125
2. JV Head Coach		1850	925
3. 9 <sup>th</sup> Grade Head Coach		1600	800
4. 7 <sup>th</sup> & 8 <sup>th</sup> Grade Head Coach		1200	600
B. Music			
1. Band			
a. High School		6000	2750
b. Middle school		600	300
c. Sodr 5 <sup>th</sup> /6 <sup>th</sup> grade		200	100
d. Majorette, flag corps, or pom-pom advisor		1850	925
e. percussion		1850	925



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B. Music – continued			
2.	Choir	X	Y
	a. high school & middle school	2600	1300
C. Drama			
1.	High School	1000	500
	a. assistant	600	300
2.	5-8 th Grade	600	300
	a. assistant	400	200
3.	K-4 th Grade	600	300
D. Journalism/ Yearbook			
1.	High School Journalism	600	300
2.	High School Yearbook	2500	1250
3.	7 <sup>th</sup> and 8 <sup>th</sup> Grade Journalism	400	200
4.	7 <sup>th</sup> and 8 <sup>th</sup> Grade Yearbook	1000	500
5.	5 <sup>th</sup> & 6 <sup>th</sup> Grade Yearbook	500	250
E. Class & Club Advisors			
1.	Senior Class Advisor	1000	500
2.	Junior Class Advisor	900	450
3.	Sophomore Class Advisor	800	400
4.	Freshman Class Advisor	700	350
5.	7-12 <sup>th</sup> Grade Club Advisor	550	275
6.	K-6 <sup>th</sup> Grade Club Advisor	550	275
7.	Student Council (per bldg)	750	375
8.	National Honor Society High School	550	275
9.	National Honor Society 7 <sup>th</sup> & 8 <sup>th</sup> Grade	550	275
10.	Lego Club	600	300
	a.assistant	300	150
11.	FIRST Robotics	2000	1000
	a. assistant	1000	500
12.	DECA	600	300
B. Curriculum Representatives			
1.	Department Chairperson	1000 per person	
2.	Curriculum Study Representative	1000 per person	
C. Others			
1.	Lunch Duty		
	a. High School (max.6)	1000 per person	
	b. Middle School (max 4)	1000 per person	
2.	Teacher Mentor	500 per person	

1. The parties agree that this schedule represents all extra duty for which compensation is received
2. All openings must be posted so bargaining unit members may apply.
3. Column X is for all bargaining unit members currently or previously employed by the Jefferson School District.
4. Column Y is for all non-bargaining unit members.

Schedule D  
Per Article 24, Section D

GRIEVANCE # \_\_\_\_\_

JEFFERSON SCHOOL DISTRICT  
GRIEVANCE REPORT

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

*Submit to Principal In Duplicate*

Building	Assignment	Name of Grievant	Date Filed
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---STEP 1---

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

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

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

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

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

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

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

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

---STEP II---

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

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

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

---STEP III---

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

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

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

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

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

---STEP IV---

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

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

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

**NOTE:** All provisions of Article \_\_\_\_\_ of the Agreement dated \_\_\_\_\_ 200\_\_\_\_  
will be strictly observed in the settlement of this grievance.

**Schedule E  
DUES AUTHORIZATION FORM**

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

Membership

Representation Fee

Date \_\_\_\_\_

Name \_\_\_\_\_

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

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

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

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

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

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

Approved

Rejected

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

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

Approved

Rejected

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

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

*(File in quadruplicate)*

SCHEDULE G  
JEFFERSON SCHOOLS  
Year End Summary

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

EVALUATOR: \_\_\_\_\_ DATE: \_\_\_\_\_

The information contained below is the result of classroom observation(s) made this school year as well as judgment made as the result of daily contacts with the above named person.. Nothing should be contained in this report which has not been made known to the teacher previously. However, should there be such information, the staff member involved shall be given five (5) working days from receipt of this report to place in writing any objections or explanations, a copy of which shall be attached to this report.

All categories shall be marked, or if not, are to be considered as acceptable.

**RATINGS: 1 - Outstanding, 2 - Above Average, 3 - Average,  
4 - Substandard but making progress, 5 - Unsatisfactory.**

- |                                  |                               |
|----------------------------------|-------------------------------|
| 1. _____ PROFESSIONAL ATTRIBUTES | 2. _____ INTERPERSONAL SKILLS |
| 3. _____ TEACHING TECHNIQUES     | 4. _____ CLASSROOM ATMOSPHERE |
| 5. _____ PERSONAL ATTRIBUTES     | 6. _____ CLASSROOM MANAGEMENT |

**JOB PERFORMANCE SUMMATION**

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

**STATUS FOR NEXT YEAR**

**PROBATIONARY TEACHER**

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

**PRESENT TENURE TEACHER**

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

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

**Schedule G**  
**Jefferson Schools**  
**Teacher Observation Form**

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

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

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

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

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

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

**PROFESSIONAL STATUS:**

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

**I. \_\_\_\_\_ Professional Attributes**

**A. Attendance:**

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

**B. Work Ethics:**

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

**C. Personal Appearance:**

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

**D. Communication Skills:**

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

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

SCHEDULE G

II. INTERPERSONAL SKILLS

A. Relationship with Students:

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

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

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

C. Relationship with Parents:

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

D. Attitude/Courtesy:

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

E. Control:

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

Comments:

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SCHEDULE G

III. Teaching Techniques

A. Content Area(s):

- Keeps current with changes in content areas; demonstrates excellent mastery of content.
- Adjusts well to changes in content areas; demonstrates sufficient mastery of content.
- Moderately informed; adjusts when asked to changes in the content area(s).
- Lacks knowledge of some aspects of content in the area(s).
- Poor knowledge of the changes and/or trends in content area(s).

B. Effective Instruction:

- Excellent instructional techniques; method and amount of instruction appropriately meets the needs of individuals.
- Good instructional techniques; the method and amount of instruction meets the needs of most students.
- Method and amount of instruction is adequate.
- Instructional techniques and/or amount of instruction need to be improved.
- Instructional techniques and/or amount of instruction unsatisfactory.

C. Quality of Work:

- Superior work production record; does more than required to meet the needs of Individual students.
- Very industrious; does more than is required to meet individual's needs.
- Volume of work is satisfactory; teaches to majority of students.
- Does just enough to get by; alters program when large groups of students fail.
- Does not meet the minimum requirements; teaches but does not alter program to meet student needs.

D. Effective Planning:

- Develops excellent long and short range plans; exhibits evidence of pre-planning for instructional activities.
- Good planning; evidence of long and short range planning.
- Daily and long term plans are adequate.
- Plans are evident; however, incomplete.
- Unsatisfactory; no evidence of plans.

E. Reinforcement Techniques (as apparent during observation(s)):

- Motivates students; it appears that tasks are purposeful.
- Good motivation; provides interesting and adequate reinforcement.
- Some motivational techniques used.
- Little motivation; it appears that tasks are "busy" work.
- No evidence of student motivation.

Comments:

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SCHEDULE G

IV. Classroom Atmosphere

A. Classroom Environment:

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

B. Classroom Order:

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

C. Bulletin Boards:

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

Comments:

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Schedule G

V. Personal attributes

A. Promptness:

- Paperwork is on time and accurate.
- Very prompt when completing duties; needs no reminders.
- Paperwork turned in when reminded, may need corrections.
- Needs constant reminders and prompting, accuracy varies.
- Paperwork not submitted and/or is inaccurate.

B. Professional Participation and Growth:

- Excellent professional participation in academic organizations and/or conferences.
- Participates in academic organizations and/or attends conferences.
- Average amount of involvement in academic organizations and/or conferences.
- Needs to improve involvement; should attend conference or workshop.
- Lack of involvement in professional organizations and conferences.

C. Dependability:

- Extremely reliable; completes tasks ahead of time with no prompting.
- Conscientious; completes tasks on time.
- Conscientious; however, on occasion needs prompting.
- Undependable; completes task only after being prompted.
- Unreliable; fails to complete tasks.

D. Cooperation:

- Extremely cooperative; follows prescribed administrative procedures.
- Cooperative; evidence of loyalty toward established programs, policies and procedures.
- Cooperative only when asked; follow some programs, policies and procedures.
- Cooperative only with constant reminding; follows very few programs, policies and procedures.
- Uncooperative; does not follow procedures.

E. Extra-Curricular Involvement:

- Frequently volunteers for additional extra-curricular activities.
- Attends additional extra-curricular activities when asked.
- Meets minimal requirements of extra-curricular participation.

Comments:

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Schedule G

VI. Classroom Management

A. Time on Task (as apparent during observation(s)):

- Class time extremely well spent; all students appear productive and learning.
Majority of class time spent learning; most students appear to spend time well.
Most of class period spent well; it appears some students spent time off task.
Time on tasks needs to be improved; it appears student involvement needs to be increased.
Many students off task for extended periods of time.

B. Classroom Control:

- Students extremely well behaved.
Students well behaved.
Moderate student control.
Control needs improvement.
No observable classroom control.

C. Classroom Routines:

- Extremely well organized classroom; students know where materials are and what is expected.
Classroom appears organized; with some prompting students follow routine and know where materials are.
At times, organization evident; much prompting needed for students to follow routine.
Routine needs to be improved; students need to be taught better organization.
Classroom is in disarray; students not sure of what to do or where materials are.

D. Planning of Instruction:

- Instruction meets the needs of all students.
Pacing designed to meet the needs of majority of students.
Pacing designed for the average student.
Pacing needs to be improved.
Too little or too much content material covered in period.

Comments:

Three horizontal lines for writing comments.

OVERALL JOB PERFORMANCE

- Outstanding
Above Average
Average
Substandard
UNSATISFACTORY

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

Observation Written By Date Observation Received By Date

**Schedule H  
Educational Leave Request**

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Date \_\_\_\_\_

Staff Member: \_\_\_\_\_

Position/Level: \_\_\_\_\_

Building: \_\_\_\_\_

Certification: \_\_\_\_\_

Years in District: \_\_\_\_\_

Proposed Period for Leave: \_\_\_\_\_

Proposed Course of Study: \_\_\_\_\_

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

\_\_\_\_\_

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**Schedule I  
Salary Lane Change Request**

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

\_\_\_\_\_  
Date

Change Requested (Circle One):

**Masters**

**Double Masters (60 graduate hours)**

**Masters +15**

**Specialist**

**Masters +30**

**Earned Doctorate**

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

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

*For Office Use Only*

**Previous:** Lane \_\_\_\_\_ Step \_\_\_\_\_ Salary \_\_\_\_\_

**New:** Lane \_\_\_\_\_ Step \_\_\_\_\_ Salary \_\_\_\_\_

**Approved**       **Disapproved**

\_\_\_\_\_  
**Superintendent of Schools**

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

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Name \_\_\_\_\_ Date of Application \_\_\_\_\_  
Building/Department \_\_\_\_\_ Assignment \_\_\_\_\_  
Conference (Title & Sponsor) \_\_\_\_\_  
Place: \_\_\_\_\_  
Date/Time Leaving: \_\_\_\_\_ Date/Time Returning: \_\_\_\_\_  
My report on the conference will be made to: \_\_\_\_\_  
If requesting a substitute, please indicate grade/subject & dates: \_\_\_\_\_  
Grade/Subject: \_\_\_\_\_ Date(s) substitute needed: \_\_\_\_\_

**ESTIMATED EXPENSES**

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

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

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

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

cc: to Administration Building, Your Building, and Applicant

**Schedule J  
Graduate Credit Class  
Advance Approval Request  
(Beyond Masters Degree)**

I am requesting advance approval for the following classes to be taken at/through  
(University Name) \_\_\_\_\_

- |    |    |                       |              |
|----|----|-----------------------|--------------|
| 10 | 1. | _____                 | _____        |
| 11 |    | Course Title & Number | Credit Hours |
| 12 |    |                       |              |
| 13 | 2. | _____                 | _____        |
| 14 |    | Course Title & Number | Credit Hours |
| 15 |    |                       |              |
| 16 | 3. | _____                 | _____        |
| 17 |    | Course Title & Number | Credit Hours |
| 18 |    |                       |              |
| 19 | 4. | _____                 | _____        |
| 20 |    | Course Title & Number | Credit Hours |

	_____	_____
	Faculty Member	Date
24	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
25		_____
		Superintendent of Schools
		_____
		Date

For administrative information only:

Are you at this time enrolled in a planned university program, i.e. Second Masters',  
Specialist, Doctoral, and if so, which one \_\_\_\_\_.

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**Schedule K  
Request for Work Schedule Change**

Current work hours and assignment \_\_\_\_\_  
Requested work hours and assignment \_\_\_\_\_

If this request is for a shared assignment, name of bargaining unit member with whom you  
wish to share \_\_\_\_\_ and position(s) to be shared \_\_\_\_\_.

Effective Date: \_\_\_\_\_ 200\_\_

Date of this request: \_\_\_\_\_ 200\_\_

	_____	
	Faculty Member	
45	<input type="checkbox"/> Approved	<input type="checkbox"/> Disapproved
46		_____
		Superintendent of Schools



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3 **Schedule N**  
4 **Jefferson Schools**  
5 **Waiver and Release**  
6

7 I hereby acknowledge that the early retirement incentive plan available to me pursuant to the  
8 collective bargaining agreement between the Board of Education of the Jefferson Schools and the  
9 Jefferson Education Association is intended to be a bona fide employee benefit plan and not a  
10 subterfuge to evade the purposes of the Age Discrimination in Employment Act. I further  
11 acknowledge that my determination to take early retirement pursuant to the plan is strictly voluntary  
12 on my part and that I am not being compelled in any way to retire early. Accordingly, in  
13 consideration of the benefits available to me under the early retirement incentive plan, I hereby  
14 release the Jefferson Schools, its Board of Education, and employees, from any and all actions,  
15 causes of action, claims and demands under the Age Discrimination in Employment Act, or the  
16 Elliott Larsen Civil Rights Act (or by in any other way alleging that the plan impermissibly  
17 discriminates based on age), which I may have against any of them by virtue of electing to take  
18 advantage of the early retirement incentive plan benefits available to me. I acknowledge that I have  
19 had a reasonable opportunity to consider taking early retirement and that I have had the opportunity  
20 to consult with others regarding this decision.  
21

22  
23 Signature \_\_\_\_\_ Dated: \_\_\_\_\_  
24

25 Acknowledged by: \_\_\_\_\_  
26

27 Jefferson Schools Representative \_\_\_\_\_  
28

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