

AGREEMENT

By and Between

CAREER CENTER
EDUCATION ASSOCIATION
JCEA / MEA / NEA

and

JACKSON COUNTY INTERMEDIATE
SCHOOL DISTRICT
BOARD OF EDUCATION

Jackson County, Michigan

2019 – 2021

ARTICLE I: RECOGNITION

- A. The Jackson County Intermediate School District ("Board") hereby recognizes the Jackson County Education Association as the exclusive bargaining representative for all Instructors, Instructional Assistants, Placement Coordinators, Counselors, and other vocational instructional employees regularly employed or to be employed by the Jackson County Intermediate School District as personnel in their Vocational Education Programs, but shall exclude day-to-day substitutes, per diem employees and other employees and supervisors. Adult Education Instructors are included in this bargaining agreement and entitled to those rights of the Master Agreement as specified in: Article I, Article II, Article III, Article IV, Article V, Article VII, D, Article XV, and Article XVI, un-amended; Article VI, Article VIII, Article IX, Article X, Article XI, Article XII, Article XIV, Appendix A, and Appendix B, as specified. (Adult Education Instructors teach classes for high school credit to adult students. Instructors who teach adult enrichment courses are excluded from the bargaining unit.)
- B. The term "Association" when used in this Agreement shall refer to the Jackson County Education Association.
- C. The terms "Career Center Education Association" or "Employee" when used in this Agreement shall refer to all employees represented by the Association in the bargaining or negotiating unit under contract with the Jackson County Intermediate School District.
- D. The term "Board" means the Jackson County Intermediate School District.
- E. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement regarding the compensation, hours and working conditions of the employees in the bargaining unit.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan General School Laws.
- G. Hereinafter, the term "Career Center" shall mean the Jackson Area Career Center.

ARTICLE II: ASSOCIATION AND CAREER CENTER EDUCATION ASSOCIATION RIGHTS

- A. **Building Use.** The CCEA and its members shall have the right to use the Area Career Center for meetings upon approval of the Building Administrator as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the building shall be without charge on regularly scheduled employee work days as defined by the school calendar. Requests for evening or weekend use shall be subject to the approval of the Building Administrator when requested in writing in advance and subject to the following limitation plus regular scheduling procedures. When such evening or weekend use results in added cost to the District, such costs will be billed to and paid by the CCEA.

B. Equipment Use.

1. The CCEA may use the office equipment in the faculty workrooms, telephones, and the copying machines when such equipment is not otherwise in use.
2. Audio visual equipment may also be used when such equipment is not otherwise in use, provided approval is received from the Administration.
3. The CCEA shall reimburse the Board for the cost of supplies used, long distance telephone charges, and equipment damages due to negligence.

C. Bulletin Boards. The Association and the CCEA shall have the right to post notices of activities and matters of Association concern on the CCEA bulletin board in the Career Center employee lounge and on other bulletin boards in employee office areas, except those boards located where the public and students have access.

Mail Boxes. The Association may use employee mail boxes to distribute materials to CCEA members and service fee employees providing that the Building Administrator's office be kept informed of the CCEA member designated to assume responsibility for making such distribution.

D. Information Requests. The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available public information, including but not limited to the financial resources of the District, including salaries paid to employees, their years of experience and training, and such financial reports as are routinely prepared for the Board of Education. If furnishing this information results in additional costs to the School District, such costs will be reimbursed to the Board by the Association upon receipt of an official District invoice.

E. Board Meetings. The Association shall have the right to present the Board with such items as it may wish to be included on the agenda of any regular Board meeting. A copy of the Board agendas and minutes will be posted on the District website no later than the day prior to the meeting. Amended agendas, if any, will be posted in advance of the meeting and a hard copy made available at the meeting.

F. Union Business Days. The President of the CCEA or designee may use up to six (6) days per year for Association business, providing: (1) that the Association reimburse the Board for the salary of the employee; (2) that a qualified substitute can be hired to take the place of the employee; and (3) that such leave not be for the purpose of supporting a strike.

G. Building Committee. The parties agree that effective communication is essential to the maintenance of positive working relationships. To that end, the parties agree that they will respond in a prompt and meaningful fashion to the written communications of each other.

1. To do so, the present practice of meeting on a monthly basis will be continued as means of discussing staff and administrative concerns and to allow staff to react to existing and proposed administrative procedures. It is not the intent that this committee serve as a

vehicle for either discussion or resolution of personnel problems, or alteration of the professional negotiations agreement.

2. The parties agree that neither shall determine the membership on the committee of other than their own representation. Each party may select up to four (4) representatives to serve on the committee in accordance with the above.
3. Meetings in addition to the regularly scheduled monthly meetings may be called by either party upon ten (10) working days' prior notice presented in writing. All meetings shall be scheduled as to not interfere with student instruction.

ARTICLE III: EMPLOYEE RIGHTS

- A. **Michigan School Code.** Nothing contained herein shall be construed to deny or restrict any employee's rights he/she may have under the Michigan General School Laws. The rights granted to the employees hereunder shall be deemed to be in addition to those provided elsewhere; provided the terms of this agreement may not violate the terms of the Teacher Tenure Act, the Revised School Code or the Public Employment Relations Act.
- B. **Non-Discrimination.** The Board and the Association agree not to unlawfully discriminate against any employee on the basis of race, creed, age, color, national origin, height, weight, sex (including sexual orientation and transgender identity), familial status, marital status, military status, religious affiliation, disability, genetic information, or membership or non-membership in the association, or other legally protected category or for any lawful activities of the Association or the Board.
- C. **Privacy.** The private lives of employees are their own affair unless the conduct shall adversely affect their relationships with students or the discharge of their professional duties.
- D. **Applicable Laws.** The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities.
- E. **Inventions.** The parties agree that any written materials, designs, and/or inventions created by any employee while employed by the JCISD shall be the employee's property, provided that such written materials, designs, and/or inventions are not produced or developed using District facilities, resources, or reimbursed time. Mere use of said written materials, designs, and/or inventions in any bargaining unit member's program shall not constitute waiver of ownership.
- F. **Certification.** For information regarding certification or licensing requirements, employees should contact the Michigan Department of Education, Vocational Education Division, P.O. Box 30008, Lansing, MI 48909, (517) 335-0582. Should, for any reason, the employee's certification or license expires, the employee will be released from employment with the Jackson County Intermediate School District.

ARTICLE IV: BOARD RIGHTS AND RESPONSIBILITIES

- A. Board Rights.** It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:
1. Establish policies, manage and control the Intermediate District, its equipment, and its operation, and to direct its working forces and affairs.
 2. Continue its policies and practices of assignment and direction of its personnel, exercise assignment rights established in the Teacher Tenure Act, Revised School Code and the Public Employment Relations Act, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
 3. Hire all employees, and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal or demotions; and to promote, transfer, assign all such employees, and to determine the size of the work force and lay off employees.
 4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods and means of distributing, disseminating and/or selling its services, methods, schedules, and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods or changes therein. No alteration in or addition to the means, methods, or processes of carrying on the work including the automation, contracting or sub-contracting thereof, shall result in the reduction of this bargaining unit without meeting the provisions of Article XI.
 5. Adopt reasonable rules and regulations.
 6. Determine the qualifications of employees, and, if necessary, include physical and mental health examinations by appropriate medical personnel, the costs thereof to be borne by the Board. Physical and mental examinations of existing employees will be required only for reasonable cause.
 7. Determine the number and location or relocation of its facilities. Any vocational program to be located external to Career Center facilities shall be so located or relocated after providing the Association with the opportunity for consultative input.
 8. Determine the placement of operations and the source of materials and supplies.
 9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.

10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights of employees as specifically provided for in this Agreement.
11. Grant or deny leaves of absence as deemed appropriate by the Board, including but not limited to leaves for extended illness or injury.

The foregoing is not to be interpreted as abridging or conflicting with any specific provision in this Agreement.

- B. **Limit on Further Negotiations.** The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement.
- C. **Copies of Rules and Regulations.** The Board will provide to Career Center employees written copies of rules and regulations pertaining to the operation of the Career Center prior to the implementation of such rules and regulations.

ARTICLE V: ASSOCIATION MEMBERSHIP AND PAYROLL DEDUCTION

- A. **Association Membership.** Membership in the Association is not compulsory. Employees have the right to join, not join, maintain, or terminate their membership in the Association as they see fit. Neither party shall exert or put pressure on or discriminate against an employee as regards such matters.
- B. **Payroll Deduction.** Upon signed authorization of the employee, the Employer agrees to deduct from the wages of that employee and make appropriate remittance employee health insurance contributions, authorized retirement savings plans, and contributions to the United Way. The Employer will deduct for available insurance options and other plans, provided such options and plans have been approved by the Employer.

ARTICLE VI: ASSIGNMENTS AND WORKING CONDITIONS

- A. **Hours.**
 1. **Instructors and Professional Support Staff.** The parties agree that a good working relationship between the Board, the Instructors, and support staff (Counselors, Placement Coordinators, Math, Reading, and Media Coordinators) requires: (1) mutual trust with regard to scheduling working hours; (2) a recognition that the responsibility of an effective teacher goes beyond the classroom and that preparation, planning, and follow-up activities usually result in more than forty (40) hours of work per week; and (3) an understanding that to the extent practical the Career Center shall be used as a base for teaching, class preparation, program planning, staff development and Advisory Committee meetings.

a. **Student Contact and Planning Time.**

(1) Each full-time Instructor shall be responsible for at least a minimum of five (5) hours of student contact time per day and all other full-time professional employees shall be responsible for a comparable amount of student contact time. But, all employees may not be responsible for an equal amount of student contact time. The normal work hours shall be consecutive except for lunch and other break periods unless the employee and the Board mutually agree to non-consecutive hours.

(2) Each instructor shall have a minimum of forty-five (45) minutes planning time per day. Instructional planning time may be scheduled either before or after student contact time, or a combination of both, with prior administrative approval.

b. **Work Week and Work Year.** Each full-time instructor and support staff member shall work at least an average of forty (40) hours per week, inclusive of lunch periods. The regular school year schedule will include 184 work days.

c. **Work Day.** The normal work day for a full-time Instructor and Support Staff is seven and one quarter (7.25) consecutive hours, inclusive of planning time except when in conflict with scheduled staff meeting time in Section A. 8. The Board reserves the right to set the starting and ending time of the work day. Prior administrative approval is necessary for any deviation from the normal work day.

d. **Report for Duty.** Instructors and Support Staff shall be on duty at the Career Center or approved site, at least fifteen (15) minutes prior to the start of classes, unless otherwise permitted by prior administrative approval.

e. **Professional Responsibility, Flexible Schedule Adjustments.** The parties agree that it is the professional responsibility of employees to spend additional time without additional compensation in both the preparation and provision of educational services. Beyond the foregoing limitations, such employees shall be responsible for determining the specific time and the professional functions performed consistent with their specific areas of responsibility. For example, an Instructor or Support Staff member who performs duties in the evening, on weekends or before duty time in the morning may adjust his schedule to leave the Career Center early on that or another day in the same work week when the Instructor or Support Staff member has no other responsibilities, subject only to the requirement that the employee shall first obtain administrative approval.

On the rare occasions when unplanned circumstances cause business activities to extend into lunch periods or beyond the work day, compensation for such activities is included in the regular yearly salary and will not be available.

In addition, the Board may schedule for all staff or individual staff members, during each year of the Agreement, three events or activities outside the normal work day, such as open house, parent orientation, in-service/workshops and other activities, as approved by Administration. Such activities shall not be scheduled on holidays, vacation periods, days before or after the scheduled work days, or on Saturdays or Sundays, except upon mutual agreement of the Administration and the Association. Annual salaries for professional staff include compensation for such assignments, up to ten (10) hours per year.

f. **Work Schedule.** A change in work schedule for any staff member shall be determined by the Administration based on student needs and curriculum delivery. Such changes shall be kept to a minimum and each cluster will have input into schedule changes. Such schedule changes may be instituted only at the following times:

- 1) beginning of school year,
- 2) after fourth Friday,
- 3) at the end of nine weeks,
- 4) at the end of semester, and
- 5) at the end of the third nine weeks of school; or
- 6) other times only as mutually agreed to by the employee and Administration.

Any employee affected by a schedule change shall receive at least five (5) working days notice of any required schedule change.

2. **Instructional Assistants.** Full-time Instructional Assistants shall work at least six (6) and one-quarter (6.25) consecutive hours per day exclusive of the lunch period to perform duties as assigned by the Employer. Instructional Assistants will be scheduled to work 181 work days during the school year. Up to eight and three-quarters (8.75) additional hours of work per week beyond the regular thirty-one and one-quarter hours of duty time shall be paid at the Instructional Assistant's regular hourly rate. All hours to be worked in addition to the regular schedule must have prior approval by the Administration. Any time beyond forty (40) hours per week shall be paid at time and a half. Instructional Assistants may request a time schedule adjustment in the same work week in lieu of wages for hours worked in excess of the employee's standard work week schedule.

An Instructional Assistant may be required to work as a substitute for the Instructor under certain conditions. In these situations, the Instructional Assistant's hourly rate will be increased to the Substitute Instructor rate in Article X.

One of the following circumstances will need to apply in order for the Instructional Assistant to receive the higher compensation to work as the Instructor:

- a. When the Instructor is absent (the Instructor has signed out of the building), sign out for site locations is to be approved by Administration under b., 3), below.
- b. When it is determined that the Instructor has prior approval from Administration for one of the following:
 - 1) The Instructional Assistant is asked to deliver initial instruction (usually for a short duration and for a specified purpose).
 - 2) The Instructional Assistant is asked to start class (usually in the temporary absence of the Instructor).
 - 3) Other situations as determined by Administration.
- 3. Instructional Assistant/Bus Drivers shall have the ability to terminate bus service when student safety is an issue due to inclement weather if an Administrator cannot be reached.
- 4. **All Employees**
 - a. **Lunch.** In addition to student contact time, each full-time employee shall be entitled to schedule a thirty (30) minute duty free lunch period during the normal working day.
 - b. **Other Meetings.** In addition to student contact time, staff members shall be available for committee meetings, meetings with the parents and with the administration.
- 5. **Three Shifts.** No employee shall be required to work three (3) shifts without his/her permission except in an emergency situation. However, an employee may be assigned to work the second and third shifts as his/her regular assignment if a third shift vocational education class is scheduled.
- 6. **"Act of God" Days"**
 - a. When the Jackson Area Career Center is closed due to inclement weather, fires, epidemic, mechanical failure, health conditions or other Acts of God, the staff shall not be required to report to work. However, the employer has the option of requiring instructors to provide instructional resources using available and applicable technology in these circumstances.
 - b. Scheduled days of student instruction which are not held, may be rescheduled by the Board if it is necessary to do so in order to satisfy the minimum number of days of student instruction required by law or regulation or to receive full state aid. Employees will receive their regular pay for student instruction days that are canceled but shall work on the rescheduled days with no additional compensation.

Rescheduled days shall be added to the end of the calendar, unless the Employer and Association mutually agree upon different dates.

7. **Absence Reporting.** Employees shall be informed at the beginning of the school year of a telephone number and a time during which they shall report if they will be unavailable for work.
8. **Staff Meetings.** No more than three (3) hours per week or more than five (5) hours per month shall be scheduled by the Administration for necessary staff meetings, except in case of an emergency. All such meetings shall be scheduled at a time most convenient for the majority of the employees. Any other staff meetings will be scheduled three (3) days in advance, except in emergency situations.

B. Class Size and Assignments. The parties agree to the goal of quality education for the student and that to achieve this goal it is desirable to: (1) provide, maintain, and utilize appropriate school facilities; and (2) organize the school and the school day so that all employees, including administrators, have time and can use their energy to achieve this goal.

1. **State Guidelines.** The Board agrees to initially (through the fourth Wednesday of each semester) enroll students consistent with the State Department of Education guidelines for reimbursable vocational educational programs including the addition of aides for specific numbers of special education and/or special needs students. After the fourth Wednesday, the Board agrees not to exceed these guidelines by more than two (2) students per shift for any program manager and then only if the student: (a) is a transfer (spin-off) student from within the Jackson Area Career Center, or (b) is a student who transferred into a Jackson County School District from a District outside Jackson County and who was enrolled in a state approved vocational program in the District from which he/she came. Students participating in cooperative job placements are not counted in the calculations of a maximum size class.
2. **Staff Qualifications.** No Instructor shall be assigned to teach a class, except in an emergency, for which the Instructor is not qualified and certified. No Instructional Assistant shall be assigned to any class or program for which the Instructional Assistant is not qualified.
3. **Notice of Assignment.** All employees shall be given written notice of their work assignment for the forthcoming year no later than the last day of the preceding school year. When a necessary change in assignment is made after the last day of the school year, the employees affected will be informed in writing of the reasons for the change.
4. **Adult Education Class Size.** Class size for Adult Education Instructors shall remain consistent with maximum class size for day time education classes. Minimum class size shall be established at the discretion of the Board.
5. **Cancellation of Adult Education Classes.** It shall be understood that failure of a sufficient number of students to enroll in an Adult Education class shall constitute just

cause for canceling a scheduled and posted course as well as the prospective employment of the Instructor for that course.

6. **Adult Education Certification.** Certified teachers shall be assigned where required by the Michigan Department of Education. No Adult Education Instructors shall be assigned to teach a course for which the Instructor is not qualified and certified, except in emergency.
 7. **Student Contact Time.** Each Adult Education Instructor who is also employed full-time shall be responsible for a maximum of eight (8) hours per week of student contact time.
- C. **Supplies and Materials.** The Board agrees: (1) to keep the Career Center reasonably equipped (including telephone service) and maintained, and (2) to provide and maintain professional reference materials in the Career Center. Clerical assistance for school business will be arranged for staff members through the principal's office.
- D. **Clarification of Job Expectations.** The Board agrees that employees need a clear understanding of the expectations of their position. Therefore, the Board shall make every reasonable effort to achieve this end with staff orientation sessions, individual conferences with the employees, and written job descriptions. The written job descriptions shall be written, to the extent possible, with the involvement of the employees. It is recognized that job descriptions may need to be refined from time to time. Any change which may impact wages, hours, terms and conditions of employment will be subject to bargaining between the parties.
- E. **Planning Committee.** The Jackson Area Career Center will have a Planning Committee. Membership will include, but not be limited to, a cross-section of bargaining unit members, whose participation will be voluntary.

ARTICLE VII: VACANCIES AND TRANSFERS

- A. **Definitions.**
1. The term "vacancy" as it appears in this Article refers to any unfilled position within the bargaining unit not being filled by a transfer or change in assignment.
 2. The term "transfer" or "change in assignment" as it appears in this Article refers to an employee voluntarily or involuntarily moving from one position to another position within the bargaining unit.
- B. **Posting of Vacancies.** Whenever a vacancy shall occur within the bargaining unit, the Board shall give written notice to the President of the CCEA at least ten (10) calendar days prior to filling such position, and shall at that time post such vacancy along with a job description on the official bulletin board in the teachers' lounge.

- C. **Filling Vacancies.** When filling a vacancy, the Board agrees to give consideration to the applicant(s) from within the bargaining unit. Due weight will be given to factors established in the Teacher Tenure Act and Revised School Code, if applicable. For non-teaching staff, competency, professional qualifications and experience will be considered. In the event that the qualifications of the applicants are essentially equal, the applicant with the most service within the bargaining unit shall be granted the position. The decision of the Board with regard to the filling of said vacancy shall be final and binding and not subject to the grievance procedure.
- D. **Summer Vacancies.** Employees who wish to be considered for vacancies or new positions which might develop during the summer months shall, during the last week of the regular school year, indicate in writing to the Director of Human Resources their specific interests and provide a summer e-mail address, or make other mutually agreeable arrangements. In such cases, the following procedure shall be followed:
1. All employees that have expressed an interest in writing will be notified of the vacancy by e-mail or in the alternate pre-arranged method.
 2. The employee so notified shall have the responsibility for completing the application within seven (7) days of the delivery or attempted delivery of such notification.
- E. **Voluntary Transfer.** The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its employees. The request by an employee for a transfer to a comparable class or position shall be made in writing, one copy of which shall be filed with the Director of Human Resources, and the other with the Association. The request shall set forth the reasons for transfer, the position sought, and the applicant's qualifications. Such request shall be reviewed at the end of each school year or prior to filling a vacancy.

The criteria cited in paragraph C above shall apply when two or more employees desire the same assignment.

- F. **Involuntary Transfer.** An involuntary transfer for non-teacher employees will be made only for good cause or because of an emergency. In case of emergency involuntary transfers, such transfers shall be temporary and shall continue only as long as the emergency situation continues. Management will expend every possible effort to remedy the emergency as soon as possible. The administration shall notify the affected employee and the Association of the reasons for such transfer.

ARTICLE VIII: LEAVES OF ABSENCE

- A. **Sick Leave.** At the beginning of the year, each employee shall be advanced yearly sick leave allowance of eleven (11) days. Employees contracted for more than forty (40) weeks shall be advanced one (1) additional sick day for each four (4) weeks, or major portion of, beyond the forty (40) weeks. Unused days shall be allowed to accumulate without limit.

It is understood that an Adult Education teacher does not have paid sick days. However, the parties agree that it is the right of the Adult Education Teacher to reschedule a missed class either within the semester or within seven (7) calendar days of the end of the semester and he/she shall be paid for that time made up.

B. Leaves With Pay Charged Against Sick Leave. Leaves of absence with pay charged against sick leave time shall be granted absences due to illness or accident of the employee. Additionally leaves with pay charged against sick leave shall be granted for:

1. **Worker's Comp/Employer's Liability Insurance.** Absence due to illness, disability, or accident of the employee.
 - a. Should the absent employee receive payment from Worker's Compensation or Employer's Liability Insurance, said employee shall be compensated at his/her regular gross rate, provided the Board shall retain the payment resulting from the Worker's Compensation or insurance claim and further, that a prorated amount of sick leave time be charged against the employee's accumulated sick leave days so that the payment from Worker's Compensation or Employer's Liability Insurance plus the gross sick pay is equal to the employee's regular gross pay rate. Such pay will be retroactive to the first day of total disability. When an employee's paid sick time is exhausted, the employee shall be placed, by the Board, on an unpaid leave of absence, up to one (1) year, and receive only the compensation provided by Worker's Compensation or Employer's Liability Insurance.
 - b. An employee may elect not to use paid sick time under section 1. a, above, and shall be placed by the Board on an unpaid leave of absence up to one (1) year and receive only the compensation provided by the Worker's Compensation or Employer's Liability Insurance.
2. **Family Illness.** Absence due to illness or disabling accident of the employee's spouse, children, parents, or parents of the spouse, or members of the immediate household and immediate family, as defined in Subsection C. 1, below.
3. **Funeral Travel.** Absence of no more than two (2) days for travel time required to attend funeral.
4. **Funeral Attendance.** Absence to attend funeral services other than provided below in section C.1, of this Article.

Sick leave will not be scheduled on the day before or after a holiday if it is avoidable.

C. Leaves With Pay Not Charged Against Sick Leave. Leaves of absence with pay not charged against sick leave shall be granted for:

1. **Funeral Leave.** Absence at the time of death in the immediate family not to exceed three (3) days for each occurrence. Immediate family shall include employee's spouse, children, brothers, sisters, parents step-parents, spouse's parents, or parent surrogate, and grandparents of the employee or spouse.
 2. **Jury Duty.** Absence when called for jury duty or subpoenaed to testify in court, provided the employee reimburses the District the amount, if any, received for such service. No witness fee pay shall be paid when the employee is subpoenaed to testify against the Board.
 3. **Personal Business Leave.** Business matters up to three (3) days per year which cannot be scheduled outside the regular school day. Employees may be requested to certify in writing that their business cannot be taken care of outside the regular school day, but may not be required to divulge the exact nature of the business unless the leave day is taken on the day before or immediately following a school holiday. Unused business days shall be credited to and accumulate only for use as sick leave. Personal business days shall not be granted to engage in other employment.
- D. **Leaves For Part-Time Employees.** Employees working less than full-time will accrue paid sick leave and personal business leave time in the same manner as full-time employees, prorated to reflect the part-time assignment relative to a full-time assignment.
- E. **Leaves Without Pay.** The Board may, in its sole discretion, and upon receipt of a timely and proper application for same, grant long-term unpaid leaves of absence of up to one (1) year to employees who demonstrate to the satisfaction of the Board a compelling personal need for extended absence not otherwise authorized under this Agreement and when granting of such leave would not in the Board's determination adversely affect ISD programs.
1. **Mandatory.** Upon receipt of a timely and proper application, the Board shall grant long-term unpaid leaves of absence of up to one (1) year, but not to exceed one year inclusive of paid and unpaid time, to employees who make such requests for the following reasons:
 - a. **Parental Leave.** Child care following the birth or adoption of a child.
 - b. **Unpaid Medical Leave.** Illness or injury of the employee after the employee has used all sick leave credits;
 - c. **Illness or injury in immediate family** as defined herein after the employee has used five (5) sick leave days for such purpose;
 - d. **Association Leave.** Association leave for an employee elected president of the Association or an officer of the MEA or NEA.

Parental leaves shall terminate at the end of a semester or school year and Association leaves shall be for a full school year.

2. **Discretionary.** Upon receipt of a timely and proper application, the Board may grant long-term unpaid leaves of absence of up to one (1) year to employees who make such requests for the following reasons:

- a. Educational leaves or leaves for purposes of skill improvement; and
- b. Other.

3. **Return from Leave.** Following an approved leave of absence of one (1) year or less, the Board will return an employee to a comparable position; and following all other leaves, the Board may reinstate the employee to an available vacancy for which he/she is qualified, and certified. Additionally, such assignment will be appropriate, taking into consideration program needs, Board Policy and applicable law. If the employee does not accept a position offered, the right to placement terminates. Placement under this provision shall not extend beyond one year from the date of release to return to work.

4. **Notice of Intent to Return.** Thirty (30) calendar days prior to the completion of a leave of sixty (60) days or more, the employee shall notify in writing the Employer to give his/her intention to return. If the leave is less than sixty (60) days, the employee shall give such notification in five (5) working days prior to the anticipated date of return. If the leave was for personal illness or injury, the employee will provide medical verification of fitness to perform all the essential functions of his/her assignment with or without reasonable accommodation at least one week prior to the desired return to work date.

Any employee failing to give proper notification or to return to work upon completion of a leave shall be deemed an automatic quit.

5. **Fringe Benefits.** An employee on an unpaid leave of absence may have such fringe benefits as are available, provided the employee reimburses the District in advance for the cost of the benefits.

F. **Unrequested Health Leave.** Beginning in 2012, pursuant to Board policy (effective during April 2012) and state law, the Board may grant a medical leave of absence for physical or mental illness or injury that was not requested by the employee. Initially, such leaves will be with pay pending medical verification of inability to perform the employee's essential job functions, at which point the sick leave and family and medical leave provisions will apply. If medical review verifies the employee is able to perform essential functions, the unrequested leave will be terminated and the employee returned to work. The employee may provide relevant medical documentation from the physician of his/her choice to the employer and/or the employer-appointed physician for consideration.

G. **Family & Medical Leaves**

Most full-time (and potentially some part-time) employees are eligible to take leaves of absence pursuant to the Family and Medical Leave Act of 1993 (FMLA). The FMLA and the associated regulations allow eligible employees to take unpaid leaves for certain health and family related

reasons for up to twelve (12) work weeks in a twelve (12) month period, and for certain military-related reasons for up to twenty-six (26) work weeks in a twelve (12) month period, without loss of employer-paid health insurance. The employer will publish FMLA guidelines to assist employees in accessing and understanding these benefits and rights. Eligible employees taking FMLA Leave for health related reasons will use accumulated sick leave during the FMLA Leave.

H. Sabbatical Leaves.

1. Authorization.

- a. A sabbatical leave of absence may be granted to members of the teaching and professional support staff of the Jackson Area Career Center. The granting of such leave is subject to the approval of the Board upon recommendation of the Superintendent.
- b. The rules and regulations of the Jackson Area Career Center Sabbatical Leave Program are authorized and shall be interpreted in accordance with Michigan statutory provisions and any amendments thereto.

2. Eligibility and Qualifications.

Any teacher or support staff member employed by the Jackson County Intermediate School District and covered by the current master agreement between the Board of Education and the Career Center Education Association who meets the qualifications shall be eligible to apply for sabbatical leave subject to the following conditions and requirements:

- a. Applicant must hold a Life, Permanent or Continuing certificate, or a valid annual authorization.
- b. Applicant must have seven (7) consecutive years of satisfactory service as a full-time employee of the Jackson County Intermediate School District. (Beginning 7/1/11, applicants' service must be evaluated as effective or highly effective.) Absence from service in the District for a period of not more than (1) year under a leave of absence without pay granted by the Board for educational or health reasons shall not be deemed a break in the continuity of service required by this section and shall be computed as a year of service in computing the seven (7) consecutive years.
- c. Sabbatical Leaves of Absence may be granted to no more than one (1) eligible staff member in a given year.
- d. A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.

3. Purposes of Sabbatical Leave.

- a. Sabbatical Leave is granted to teachers to permit them to improve their ability to render educational service at the Jackson County Intermediate School District.
- b. Sabbatical Leaves may be granted for the following purposes: formal study, research, job-related educational travel, or other reasons approved by the Board of Education.

4. Application Procedures.

- a. Application for sabbatical leaves must be filed with the Superintendent. Such application must be made prior to April 15 for leaves beginning the first semester and prior to September 1 for leaves beginning the second semester.
- b. Included in the application will be a plan detailing the purpose(s) for the leave and activities to be accomplished during the leave, and the plan for using what was gained during the sabbatical in the teacher's educational service.
- c. The applicant signs an agreement describing the purpose of the sabbatical leave of absence, describing the activities to be completed during the sabbatical leave of absence, specifying periodic reporting, at least twice during the sabbatical leave within thirty (30) calendar days of the semester break and within thirty (30) calendar days after the end of the sabbatical leave, and verification by the employee of activities while on sabbatical leave of absence, and providing for his/her return to service with the Jackson County Intermediate School District immediately upon termination of sabbatical leave and his/her continued service for a period of two (2) years.
- d. Upon being granted the sabbatical leave, the employee shall be required to sign a promissory note requiring repayment of the salary and the cost of fringe benefits received by the employee during the sabbatical leave if the employee fails to satisfy the terms of the Sabbatical Leave Agreement required in Section F. 4. c. and the requirements of section F. 5. d. of this Article, unless the employee is placed on a non-voluntary layoff pursuant to Article XI.

5. Conditions During Leave.

- a. The compensation for staff members on sabbatical leave shall be one-half (1/2) of the salary which would be received if he/she were on active status for the period in which the leave is effective.
- b. Payment of salary shall be made in accordance with the provisions of the Board for payment of salary to other members of the teaching staff. The employee is responsible for keeping the School District notified as to his/her address.

- c. All current fringe benefits shall be granted to teachers on sabbatical leave.
- d. An employee shall remain on sabbatical leave as long as he/she is pursuing the purpose for which he/she was granted the sabbatical leave and the activities as specified in the sabbatical leave agreement. At any time the employee does not comply with the terms of the sabbatical leave agreement, the employee shall provide the Superintendent or his designee written notice of and the reason for such. Such employee may be immediately placed on unpaid leave of absence for the remainder of the period of time granted for his/her sabbatical leave of absence or restored to his/her position at the Board's discretion. The non-complying employee shall repay the District all costs of fringe benefits and all salary received by the employee while on sabbatical leave of absence.

6. Requirements and Status Upon Return From Sabbatical Leave.

- a. At the expiration of a sabbatical leave, the employee shall be restored to his or her position or to a position for which the employee is qualified and certified, and which is of like nature, seniority, status and pay.
- b. If the employee does not remain in the employ of the Jackson County Intermediate School District for two (2) years immediately following his/her return from sabbatical leave, the amount of money which has been paid to the employee during the leave shall be repaid to the Board within a two (2) year period. This rule does not apply in cases where the rule is waived by the Board.
- c. The time on sabbatical leave will count as seniority credit and salary credit for the purpose of advancement on the salary schedule.
- d. Within thirty (30) calendar days after the midpoint of an employee's sabbatical leave of absence and within thirty (30) calendar days after the expiration of an employee's sabbatical leave of absence, he/she shall submit to the Superintendent a written report on what he/she achieved while on sabbatical leave, including such information as, but not limited to, transcripts of grades, descriptions of experiences and research conducted pertinent to meeting the terms of the sabbatical leave agreement.
- e. A final report shall be filed with the Superintendent at his request listing the experiences, courses taken, research conducted, institutions attended, or other such information deemed pertinent for the evaluation of the overall quality of the sabbatical leave.

I. **Reinstatement Rights.** Reinstatement rights are subject to the layoff provisions of Article XI (and for Instructors, the recall policy established by the Board, in accordance with state law).

J. **Attendance Incentive.** Effective for the 2018-19 school year, an attendance incentive of \$125 will be paid in July to every member of the bargaining unit who was employed for the full school year if

the average use of sick leave (paid and unpaid) and personal business leave days during the preceding school year, excluding documented FMLA leaves of absence, averages 6.6 days or less for the entire group.

ARTICLE IX: EMPLOYEE EVALUATION

A. Procedure for Evaluation. Both parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of both newly employed and experienced personnel. Therefore, the following procedure has been agreed upon in an effort to accomplish the goals.

1. Evaluation procedure for employees in exempt positions.

a. Instructor Evaluations. All Instructors (i.e., “teachers” as defined by state law) will be evaluated in accordance with Board policy and state law.

b. Professional Support Staff Evaluations.

1) All professional staff who are not eligible for teacher tenure in their assignments shall be evaluated annually during their probationary periods. Non-probationary professional staff who are rated as effective or better may be evaluated less frequently and regularly or intermittently thereafter as appropriate.

2) Probationary staff and staff who have been rated as less than effective shall have developed by their supervisor, in consultation with the employee, an individual development plan (IDP) consistent with the evaluation form and job description.

2. Evaluation procedure for employees in non-exempt positions. All other employees shall be evaluated at least once per year.

B. Evaluation Process for Non-Teaching Staff. At least one (1) formal observation (at least two formal observations at reasonable intervals for probationary employees) shall be made by the employee's supervisor for a minimum of thirty (30) consecutive minutes for each evaluation. Additionally, unscheduled observations, review of other work related information pertaining to the employee's work performance, and written evaluative input from supervising instructors or other administrators may be considered. All monitoring or observation of the work of an employee shall be conducted openly with full knowledge of the employee.

1. At least one (1) formal evaluation conference shall be held with each employee by May 15. (If May 15 is not a business day, the next business day will be the deadline.)

2. Within ten (10) days following formal scheduled observations, the evaluator will provide written feedback to the employee pertaining to his/her performance.

- C. **Plan of Improvement.** After an evaluation, if a professional support staff member or teaching assistant is found lacking, the reasons for same and job related areas which the employee is to improve shall be set forth in writing. Suggested strategies for improving areas of deficiency shall be provided as a part of the completed evaluation form/IDP. The next report shall again refer to the specific deficiency and shall indicate either that there is evidence of improvement or that there is no evidence of improvement.
- D. **Evaluator.** Evaluations shall be conducted by the Administration. In no case shall the evaluations be conducted by personnel in the bargaining unit or the advisory committee or non-administrative members thereof, except an Instructor may be consulted by the Administration regarding the evaluation of Instructional Assistants assigned to the Instructor's classroom.
- E. **Satisfactory Performance.** If professional support staff or an instructional assistant does not receive an evaluation, it shall be interpreted that the employee's work is satisfactory.
- F. **Complaints Against Employee.** Any complaint made against an employee by any parent, student, or other person shall be called to the attention of the employee promptly depending on the circumstances, but no later than ten (10) work days after receiving said complaint if it is to be used as the basis for any reprimand, discipline, discharge, or evaluation. Any complaint not called to the attention of the employee may not be used as the basis for any disciplinary action against that employee.
- G. **Just Cause and Discipline Standards.** Board policy addresses disciplinary standards and processes for teacher staff.

No non-teacher employee shall be disciplined, including reprimand, suspension, demotion or reduction in compensation, without just cause.

The Association recognizes that abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the employee's profession, create undesirable conditions in the school building, and warrant possible disciplinary action.

- H. **Progressive Discipline and Discipline Procedures.** As soon as appropriate, the Board shall promptly notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period of correction. Employees will be provided a due process opportunity to provide relevant information regarding the alleged delinquency prior to disciplinary action being taken. The Association shall use its best efforts to correct breaches of professional behavior by an employee. The parties recognize that there are serious breaches of discipline and misconduct which do not require progressive discipline and subject an employee to discipline up to and including discharge for a first offense.
- I. **Personnel File.** The District shall maintain only one (1) official personnel file for each employee. If the employee is asked to sign material placed in his/her file, such signature shall not necessarily constitute approval of the material on the part of the employee.

- J. **Review of Personnel File.** An employee shall have the right to review with the Administration the contents of his/her file and to have a representative of the Association accompany the employee in such a review, except employment references sought prior to hiring, which references are submitted in confidence.
- K. **Adult Education Instructor Evaluation.** Evaluation of Adult Education Instructors shall be consistent with the criteria and process established by state law.
- L. If the Teacher Tenure Act changes or is amended, the parties will meet and make the appropriate contractual changes.

ARTICLE X: COMPENSATION

- A. The school year assignment professional salaries and hourly wages for Instructional Assistants covered by this agreement shall be set forth in Appendix A of this Agreement. When professional employees are entitled to be paid for "additional hours" associated with their regular assignment, the hourly rate will be calculated by dividing the annual rate by the number of scheduled work days and 8.0 hours per day.

Step increases, when applicable and consistent with state law, will be effective on the first day worked for the new academic year. Effective for the 2019-20 school year, employees with overall evaluation rating of ineffective or below for the prior year are not eligible for a step increase for the current year.

- B. Fringe benefits shall be provided as set forth in Appendix B.
- C. Appendix C of this Agreement describes the school year work calendar.
- D. **Extended Program Compensation.** A Career Center Staff Member working in a program which extends beyond the adopted calendar date for the closing of school for summer recess shall be compensated at the same daily rate as was earned during that year, provided, the extended program incorporates the same purposes as the regular program offered during the school year.

Salaries for programs other than described above shall be established by the Board.

- E. **Supplemental Work.** Supplemental work beyond the normal school day which is not a part of an Instructor's or a Support Staff member's regular assignment, duty, or responsibility shall not be compensated without prior administrative approval. Examples of such work include: major maintenance projects, major repair of equipment, after hours banquet supervision, and curriculum development work. The rate of pay for such work shall be per hour for all employees is set forth in Appendix A, Schedule B.

- 1. **Advisors.** Staff serving as advisors to Career Technical Student Organizations shall be paid as set forth in Appendix A, Schedule B.

- F. **Performance Incentive.** Individual employees may be eligible for a performance based bonus, pursuant to Board policy.
- G. **Pay Periods.** Annual salaries and wages shall be paid twice per month, on the 8th and 23rd, and shall be in twenty four equal installments. If the semi-monthly pay day falls on a weekend, payments will be made on the Friday preceding the scheduled pay date. An employee may elect, in writing by August 1 of each year or on his/her first day of employment, to be paid his/her annual salary over twenty (20) pay periods in equal installments. New employees not making an election on or before their first day will be paid based on 20 pay periods. If an employee does not elect to change his number of pays by August 1, the employee will be paid during the following year in the same number of installments as he was paid during the previous year. Employees working less than a full school year shall be paid a prorated salary over the remaining pay periods.
- H. **Tuition Reimbursement.** The Board shall, upon successful completion of a course related to his/her assignment, reimburse an employee for the tuition costs of said course. Tuition expenses of up to \$750 per class, and up to a total of \$1,500 per year will be eligible for payment if all of the following conditions are satisfied:
1. The Instructor is pursuing the education needed to qualify for his/her initial standard CTE teacher certificate.
 2. The Instructor has provided proof of an individualized educational plan of courses to be taken by the Instructor to be eligible for the CTE certificate applicable to the Instructor's current teaching assignment. The educational plan must be approved by the Instructor's academic advisor, agreed to by the Instructor, and reviewed and approved by the JACC Principal. Any changes to the educational plan must be approved in advance, in the same manner.
 3. The Instructor follows the educational plan with reasonable diligence (at least two semester courses each year until standard certificate is achieved).
 4. The Instructor provides proof of successful completion of the course within 45 days following the semester. Successful completion will be interpreted as achieving a grade of 3.0 or higher on a 4.0 scale (or equivalent).
 5. Upon submission of a request for reimbursement, the Instructor signs a contract to repay the reimbursed sum if the Instructor does not continue to teach for the Employer for at least two additional years. If the Instructor does not teach for the full two years, the Employer will be authorized to withhold the total amount of tuition reimbursements provided during the two year period immediately preceding the separation from the teaching assignment from the Instructor's wages through payroll deduction. In the event that such withholding is not sufficient to satisfy the repayment responsibility, the request for reimbursement will require the Instructor to reimburse the district within 30 days of his/her separation of employment.

I. **I.A. Substituting for an Instructor.**

1. **I.A. Substitute.** Whenever an Instructor is absent and the Instructional Assistant serves as the substitute, the Instructional Assistant shall be compensated at \$36.00 per hour. Such pay shall be provided for a minimum of six and one-quarter (6.25) hours per day up to a maximum of seven and one-half (7-1/2) hours per day. Approval for more than the minimum six and one-quarter (6.25) hours per day shall be discretionary with the Administration, depending on the judgment of the Administration regarding whether more than six and one-quarter (6.25) hours of work is needed.

2. **I.A. Temporary Assignment.** Instructional Assistants may be temporarily assigned by the Administration to provide initial instruction to students, as described in Article VI. Prior to such assignment, consultation with the Instructor(s) shall take place. The assignment shall be made for a short duration and for a specified purpose. While functioning on this temporary assignment, Instructional Assistants shall be compensated at \$36.00 per hour.

J. **I.A. Extended Day.** Instructional Assistants shall be paid for work beyond the normal six and one-quarter (6.25) hour day on an hourly basis only with prior approval from Administration.

K. **Reimbursement for Travel Costs.** Mileage reimbursement shall be the current IRS rate.

1. Mileage and any other eligible travel expenses shall be approved by the designated administrator, and submitted on the official voucher form the employee's administrator no later than 45 calendar days after the date for which reimbursement is claimed. All vouchers shall be approved by the employee's immediate supervisor. Travel expense claims filed after the 45 day deadline will only be paid if extraordinary circumstances caused the delay. Approved, year-end travel expense claims will be submitted to the business office by the deadline (generally in mid-July) published each spring. Travel expense claims from a previous fiscal year will not be reimbursed.

2. The Board reserves the right to, at its discretion; furnish transportation for any staff member at any time. Employees shall be required to use a Board assigned vehicle for work related duties when so assigned.

3. The rate of reimbursement for the transport of materials for on-site construction projects in an employee's personal vehicle shall be the same as for automobiles plus five cents (\$.05) per mile, provided such materials are not ordinarily transported in an automobile and provided prior administrative approval has been obtained.

4. It is the intent of this provision to reimburse the employee only for personal travel expenses resulting from performing their actual work assignment.

L. **Compensation for Adult Education Instructors.**

1. Effective as of January 1, 2016, the hourly wage for all Adult Education Instructors shall be the entry level Instructor rate (Lane 1, Step 1) of Appendix A.

2. Adult Ed. Prep Time Compensation. In addition to the above compensation, an Adult Education Instructor shall be compensated at their respective hourly rate for one-half (1/2) hour of preparation time for every four (4) hours of instruction provided.

M. Mentor Compensation. Mentors will receive a stipend per year for mentor teacher assignments as set forth in Appendix A, Schedule B.

ARTICLE XI: REDUCTIONS IN PERSONNEL

A. Teacher Layoff and Recall. State law and Board policy supersede the terms of this agreement as to layoff and recall rights of teacher staff.

B. Layoff Procedures. In the event it becomes necessary to eliminate programs and/or reduce the number of employees, the Board shall determine which services and/or programs are to be curtailed or eliminated. Prior to making a final determination, the Board shall discuss the situation with the Association and explain the reasons for said reductions. The Association shall be given an opportunity to present its concerns relative to the reductions.

The Board shall specify within services and/or programs designated to be curtailed the number of positions to be eliminated. Employees in non-teaching assignments within the program area being reduced will be laid off by:

1. The Board reassigning personnel, if necessary, provided the reassigned employee is qualified and certified, to assure that the more senior personnel are retained ahead of less senior, personnel.
2. The Board reassigning personnel, if necessary, provided the reassigned employee is qualified and certified, to assure that the more senior, effective/satisfactory personnel are retained ahead of less senior, effective/satisfactory and ineffective/ unsatisfactory personnel.
 - a. Ineffective/unsatisfactory employees within the specific service area will be laid off first. Within that group, probationary employees with ineffective/unsatisfactory evaluations will be selected for layoff before more experienced staff.
 - b. Minimally effective employees within the specific service area will be laid off second. Within that group, probationary employees with minimally effective evaluations will be selected for layoff before more experienced staff.
 - c. Effective/satisfactory and highly effective/exemplary employees from within a service area, will be laid off third. Within that group, probationary employees will be laid off first, followed by the least senior affected staff, provided the remaining employees are qualified and certified to fill the remaining positions.

- d. Effective/satisfactory status will be based on recent employee evaluations. Non-probationary employees within an affected service area who have two or more ineffective/unsatisfactory ratings in the previous three years will be laid off before an employee who has had one ineffective/unsatisfactory evaluation in the prior three years.
 3. Seniority shall be computed from the last date of hire and shall be defined to mean the amount of time continuously employed as a member of the bargaining unit. Time spent on leave for health reasons shall not be construed as a break in continuous service.
 4. Qualified and certified shall mean that the employee has the skills and certification required in the job description for the specific position which the employee will hold. (For instructional assistants, this includes meeting the requirements to obtain annual authorization to substitute teach in that curriculum area.).
 5. Notice of layoff shall be given to the Association and the employee at least thirty (30) days prior to the end of the school year, June 30th. Should staff reduction be necessary during the school year, the affected employee shall receive at least thirty (30) days' notice prior to the layoff and the termination of the individual employee contract. Adult Education Instructors will be given verbal or written notice of layoff no later than the effective date of the layoff.
 6. FLSA exempt employees will not have placement rights in non-exempt positions. Non-exempt employees will not have placement right in exempt positions.
- C. **Recall Procedures.** When a service is restored, or a vacancy exists in a non-teaching assignment, laid off, non-probationary employees shall be recalled in reverse order of their layoff, provided they are certified and qualified to fill the position and meet the additional conditions, below. Recalled employees shall be notified by certified mail, return receipt requested, at their last known address. Said employees shall respond within five (5) days of receipt or attempted delivery of said notice, indicating whether or not the employee will be returning to work.
 1. If the employee fails to respond to the recall within the above time limits, this shall conclusively and irrefutably be deemed to constitute the employee's voluntary resignation or quit. Effective/satisfactory, non-probationary, non-teacher employees will retain recall rights for the lesser of three years or the duration of their employment in a bargaining unit position prior to layoff.
 2. Upon return from layoff, sick leave accumulation and seniority shall be as of the employee's last day of employment prior to layoff.
 3. **Continuation of Fringe Benefits.** Any employee on layoff may continue such fringe benefits as are available, provided said employee reimburses the District, in advance, for the cost of the premiums.

4. **Exempt employees** will not have recall rights to non-exempt positions. Non-exempt employees will not have recall rights to exempt positions.

D. **Adult Education Layoff.** The Board agrees to continue to pay the Instructors in the following manner for courses which are necessary to cancel:

1. Pay will be prorated for time spent.
2. If the course is canceled at the second session, the Instructor will be paid for at least four (4) hours.

E. **Job Security.**

1. **Program Implementation.** The Employer will consult with the Association prior to the implementation of any Jackson Area Career Center programs.
2. **Cooperative Program.** Administration will meet and confer with the union regarding the development of cooperative programs.
3. **Contracted Services.**
 - a. The Employer agrees to offer the opportunity to the Association to meet and confer with their representative(s) to address the Association's concerns regarding contracting for services in the Jackson Area Career Center. Every effort will be made to meet and confer prior to the posting of a request for bids for contracted services in the Jackson Area Career Center. If this is not possible, it will be done prior to awarding the contract. Contracted service bid requests for non-instructional services will be sent to the Union leadership to afford the Union the opportunity to submit a bid.
 - b. The Employer agrees that contracted services will not be assigned the regular teaching and counseling duties of the bargaining unit as recognized in Article I. A. for more than ninety-three (93) days, to the extent this restriction is consistent with state law. Contracted services shall not be employed for the purpose of reducing this bargaining unit without meeting the provisions of this Master Agreement.

ARTICLE XII: CONTRACTS FOR EMPLOYEES NOT COVERED BY THE TEACHER TENURE ACT

- A. **Probation.** Each employee shall complete a satisfactory probationary period of one (1) year during which time said employee is subject to dismissal without redress.
- B. **Annual Vocational Authorization.** The District agrees to comply with State of Michigan regulations regarding Annual Vocational Authorizations. Employee performance shall not be a criterion for failure to apply for said authorization.

- C. **Adult Ed. - Letter of Employment.** Following Board of Education approval, each Adult Education Instructor will receive a letter from the Director of Human Resources noting their date of approval, name and hours of the class, and beginning and ending dates of the class.

ARTICLE XIII: PROFESSIONAL IMPROVEMENT

- A. **Professional Dues.** The Board will reimburse employees for professional dues up to a maximum of one hundred fifty dollars (\$150.00) per person per year, provided such organization(s) is directly related to the employee's field of instruction or assignment. Membership in the CCEA, JCEA, MEA, and NEA shall not be reimbursable.
- B. **Conference/Institute Fees.** Conferences and/or institute fees that exceed one hundred dollars (\$100.00) shall be prepaid by the Intermediate School District. Employees shall submit a detailed estimate of expenses to the appropriate administrator one (1) month in advance.

A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advance and actual expenditure can be corrected.

- C. **Industry Certifications.** An Instructional Assistant who earns an industry certification in his/her field that is not required and paid for by the Employer, will be eligible for a stipend of \$100 for each certification, up to a total of three in any year, beginning in 2012-13. The administration will pre-approve certifications as eligible for the stipend.

ARTICLE XIV: GRIEVANCE PROCEDURE

- A. **Definition.** For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee, by the Association, or by the Board, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. **Non-Grievable Subjects.** The termination of an employee covered by the Michigan Tenure Act, termination of a probationary employee, the refusal of the Board to reassign an employee, the evaluator's subjective assessment of any employee, or any grievance for which an employee applies for redress as provided under the Tenure Act (with the exception of an unpaid suspension of fourteen (14) days or less), shall be matters excluded from consideration under the grievance procedure set forth in this Agreement.

It is not the intention of the language in this section to exclude from the grievance procedure any rights an employee may have under section A, above, with respect to evaluation procedures contained in Article IX.

C. **Time Limits.** All time limits herein shall consist of school days during the school year and business days during the summer. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean acceptance of the position of the last party to respond.

D. **Procedure.**

1. **Complaint Stage - Principal.** Any employee or the Association who believes he/she has a grievance shall begin by informally discussing the matter with the Principal or designee within ten (10) school days of its occurrence, with the object of informally resolving the matter.

2. **Level I - Principal.** If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with the Principal within five (5) school days after such informal discussion. Such statement shall recite the facts alleged, the provisions of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and the Principal, or designee, and a representative of the Association shall meet to resolve it. The Principal shall indicate disposition of the grievance within five (5) school days of such meeting, and shall furnish a copy thereof to the aggrieved and to the Association President.

3. **Level II - Superintendent.**

If not resolved at Level I, the grievance shall be transmitted to the Superintendent within five (5) school days. At this point, the Superintendent or designee shall:

a. Attempt to resolve the grievance by meeting, within five (5) school days of receipt of the appeal, with appropriate persons and/or employees. A written answer to the grievance shall be given to the aggrieved and to the Association within five (5) school days of such meeting; or

b. Within five (5) school days of receipt of the appeal, refer the grievance in writing to Level III and simultaneously give written notification to the Association of this action.

4. **Level III - Board of Education.**

If not resolved at Level II, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Level II by delivering the written grievance form, together with copies of all materials previously filed, to the Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or if not requested, give such other considerations as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) school days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided the Association.

5. Level IV - Arbitration.

- a. If the alleged grievance is not settled at Level III, the matter may be referred to arbitration by either party provided that notice to refer is given within twenty (20) school days from the Board's written decision at Level III. If within five (5) school days the Board and the Association cannot agree upon a mutually acceptable arbitrator, the arbitrator shall then be selected according to the Rules of the American Arbitration Association.
- b. The arbitrator shall hear the grievance and render a decision within thirty (30) school days from the close of the hearing, setting forth in writing findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association, and the employee(s) involved.
- c. The arbitrator shall have the power and authority as set forth herein:
 - 1) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties and the employee or employees involved.
 - 2) No more than one (1) grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
 - 3) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 4) No decision in any one case shall require a retroactive adjustment in any other case.
 - 5) The arbitrator shall have no power to rule on any of the exclusions listed in Section B of this article, nor any claim or complaint for which there is another remedial procedure or forum established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.

- E. **Personal Complaint.** If an individual employee has a personal complaint which he/she desires to discuss with the Building Principal, the employee is free to do so without pursuing this grievance procedure.
- F. **Withdrawing of Grievance.** An individual employee who wishes to drop a grievance may do so without interference from the Association.
- G. **Non-Grievable Subjects - Hearing.** If the Association or any employee feels adequate disposition has not taken place on matters that are not subject to the grievance procedure and not prohibited by statute, they may request a hearing before the Board and may be accompanied by an Association representative.
- H. **Adult Ed. Grievances.** Level III (Board of Education) will be the final step available to resolve grievances on Adult Education matters.
- I. **Special Conference.** Special conferences on important matters will be arranged between the Union and the Employer upon the request of either party. Such meetings shall be between one or more representatives of each party. Matters taken up in a special conference will be confined to those matters included in the agenda unless both parties agree to include other items. It is recognized that such special conferences are for the purposes of clarification and/or interpretation of the bargaining agreement in a specific circumstance and/or mutual exploration of a new topic impacting bargaining unit employees. Any agreement reached through a special conference shall be consistent with the current collective bargaining agreement.

ARTICLE XV: MISCELLANEOUS PROVISIONS

- A. **Zipper Clause.** This Agreement shall constitute the full and complete commitments between both parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. This Agreement shall supersede any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms. The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.
- C. **Student Teachers.** Student teachers shall not be assigned to any employee without the permission of the employee.
- D. **No Strike Clause.** The Association agrees that it will not authorize, cause, engage in, or sanction any strike, sympathy strike, picketing, or refusal to perform the duties of employment and no employee shall cause or participate in a strike, picketing or refusal to perform the duties of his/her employment, including a sympathy strike.

However, nothing in this section shall be construed to limit, impair, or affect the right of an employee to the expression or communication of a view, grievance, complaint, or opinion on any matter related to the conditions or compensation of employment of their betterment, so long as the

same is not designed to and does not interfere with the full, faithful, and proper performance of the duties of employment.

- E. **Unfair Labor Practices.** The parties agree they will not engage in any unfair labor practices as defined by Section 10 of the Public Employment Relations Act.
- F. **Driving Requirements.** Employees who transport students and/or operate a board assigned vehicle must have an appropriate Michigan driver's license and good driving record (6 points or fewer). An employee may only transport students with the approval of a district administrator.
- G. **Emergency Financial Manager.** An emergency financial manager appointed under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in that act.

[Note: This section was included in the collective bargaining agreement because it is legally required by state law, and not because the parties negotiated over and agreed to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum, and to argue that this section is not binding on the parties. This reservation of right does not include challenging the Employer relative to this issue.]

ARTICLE XVI: DURATION OF AGREEMENT

This Agreement shall be in effect and full force on January 1, 2019 and shall continue in effect through December 31, 2021.

During the term of this collective bargaining agreement, the parties may engage in an ongoing review of health insurance options. Either party may also request that the parties meet to discuss potential changes in health insurance options available to bargaining unit employees. Either party may request to reopen the labor agreement as to health insurance options, only, during the term of the agreement and the other party may agree to do so. The potential of such a reopener, however, will not be interpreted as meaning that either party must agree to reopen the agreement during the agreement's term.

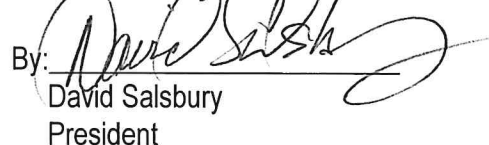
This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

This Agreement is hereby entered into this 20th day of November, 2018.

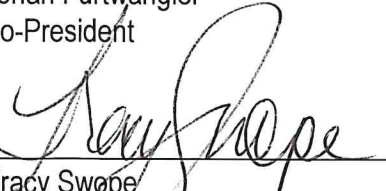
Career Center Education Association

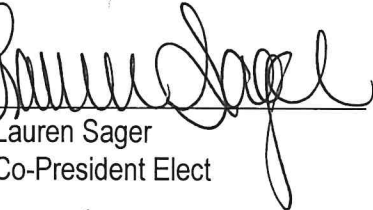
By: 
Joel Freehling
Co-President

Jackson County Intermediate School District

By: 
David Salsbury
President

By: 
Conan Furtwangler
Co-President

By: 
Tracy Swape
Co-President Elect

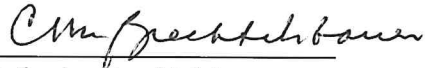
By: 
Lauren Sager
Co-President Elect

By: 
Milton Rehberg
MEA UniServ Director

By: 
Kevin Oxley
Superintendent

By: 
Mark Pogliano
Principal, Career Center

By: 
Roger Auwers
Director, Finance & Operations

By: 
Catherine Brechtelsbauer
Director, Human Resources & Legal Services

APPENDIX A: SALARIES

A. Placement on Salary Schedule - Professional

Employees shall be placed on the applicable salary and wage schedule consistent with their experience credit subject to the following limitations:

1. **Related Work Experience.** Each employee shall receive one (1) year of experience on the salary schedule to a maximum of five (5) years for work experience related to their area of instruction, or other area of educational support service, beyond the two (2) years work experience required for vocational certification.
2. **Teaching Experience.** Each employee shall receive one (1) year of experience on the salary schedule for each year of teaching experience except that an employee shall be limited to five (5) years of experience outside the Jackson Intermediate School District.
3. **Related Post-Secondary Training.** Each employee shall receive one (1) year of experience on the salary schedule to a maximum of four (4) years for each year of post-secondary education or Board approved formal technical training, except that a fifth (5th) year shall be granted to any employee in a position which either the State Department of Education or the Jackson Intermediate School District Board of Education requires said additional year.
4. **M.A. Degree or 30 Graduate Level Semester Hours.** Each Instructor or Support person possessing either an M.A. degree or 30 graduate level semester hours of training from an accredited college or university shall be placed on the M.A. track of the salary schedule at the step corresponding to the one currently held.
5. **New hires** may not place higher than Step 9 on the salary schedule.
6. No professional employee shall begin to advance beyond:
 - (a) Step 7 of the salary schedule until she/he has provided proof of successful completion after the date of hire of four or more courses from the Instructor's approved education plan referenced in Article X, Section H, or achievement of the professional certificate applicable to the employee's assignment (i.e., standard CTE, standard teaching or counseling) if fewer classes are required, and an effective rating on the prior year's evaluation.
 - (b) Step 8 of the salary schedule until she/he has provided proof of successful completion of an additional four or more courses from the Instructor's approved educational plan or achievement of the professional certificate (i.e., standard CTE, standard teacher or counseling) if fewer classes are required, and an effective rating on the prior year's evaluation.
 - (c) Proof of successful completion must be submitted prior to the beginning of the school year the employee is eligible to begin advancement on the salary schedule.

B. Definitions of Experience.

1. **Work Experience.** A year of work shall be defined as a minimum of two thousand (2,000) hours. These hours may be cumulative with respect to more than one (1) employer, provided said employment is recent and relevant to the job description of the position for which the person is employed.
2. **Teaching Experience.** A year of teaching experience shall be defined as at least 180 days of work as a classroom teacher during a twelve (12) month period, or at least 360 days of work as an Instructional Assistant for the School District during a twenty-four (24) month period. Work by a certified teacher outside the classroom where the primary responsibility of the teacher is not student instruction shall not qualify as teaching experience. Work as an Instructional Assistant shall be credited first as work experience and then as teaching experience as provided above, but no work shall be credited as both work and teaching experience.
3. A year of post-secondary training shall be equivalent to thirty (30) semester hours or forty-five (45) term hours of college or technical school training or its equivalent. These hours shall be cumulative and need not be with the same institution.
4. Employees who have completed training in their field of instruction subsequent to time of hire shall furnish evidence of said training and/or certification to the Director of Human Resources. Training to be counted for a salary adjustment shall be completed prior to the beginning of the year to be adjusted.

C. Placement on Salary Schedule - Instructional Assistant.

Instructional Assistants shall be placed on the applicable wage schedule consistent with their allowable job-related experience.

First (1st) year employees shall not exceed seven (7) years of experience. Job-related experience shall be limited to (a) related work experience; (b) experience as a teacher or teacher assistant; and (c) work-related training. Job-related work experience, for salary placement, assumes experience beyond the two years required for vocational certification.

D. Salaries - Adult Education.

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

E. Proration of Salary.

Employees working less than full time will be paid salaries based on the applicable step of the salary schedule, prorated to reflect the part-time assignment relative to a full-time assignment.

APPENDIX A
SCHEDULE A-2019: SALARIES AND WAGES

2019-20
1.75% Increase and Step Increases

Steps	INSTRUCTOR	INSTRUCTOR	INSTRUCTIONAL ASSISTANT		INSTRUCTIONAL ASSISTANT	
		W/Master's or 30 Grad Semester Hours			W/60 Semester Hours College Credit	
	184 Days	184 Days	Hourly	181 Days	Hourly	181 Days
1	\$46,111	\$49,826				
2	\$48,172	\$51,889	\$17.40	\$19,683	\$17.75	\$20,074
3	\$50,233	\$53,949	\$19.07	\$21,571	\$19.44	\$21,997
4	\$52,356	\$56,015	\$20.67	\$23,378	\$21.08	\$23,850
5	\$54,366	\$58,083	\$22.30	\$25,231	\$22.75	\$25,737
6	\$56,427	\$60,146	\$23.92	\$27,061	\$24.41	\$27,614
7	\$58,484	\$62,201	\$25.53	\$28,880	\$26.03	\$29,444
8	\$60,547	\$64,266	\$27.13	\$30,687	\$27.67	\$31,297
9	\$62,612	\$66,329	\$28.73	\$32,506	\$29.30	\$33,150
10	\$64,674	\$68,389				
11	\$66,749	\$70,466				
12	\$68,803	\$72,520				
13	\$70,865	\$74,583				
14	\$72,927	\$76,643				
15	\$74,990	\$78,707				
16		\$79,642				

Daily rate shall be computed by dividing the Instructor salary by 184 or the Instructional Assistant annual wage by 181.

Longevity: After ten (10) years of service: \$300.00
 After fifteen (15) years of service: \$400.00
 After twenty (20) years of service: \$500.00

APPENDIX A
SCHEDULE A-2020: SALARIES AND WAGES

2020-21
1.5% Increase and Step Increases

Steps	INSTRUCTOR	INSTRUCTOR	INSTRUCTIONAL ASSISTANT		INSTRUCTIONAL ASSISTANT	
		W/Master's or 30 Grad Semester Hours			W/60 Semester Hours College Credit	
	184 Days	184 Days	Hourly	181 Days	Hourly	181 Days
1	\$46,803	\$50,573				
2	\$48,895	\$52,667	\$17.66	\$19,979	\$18.02	\$20,381
3	\$50,986	\$54,758	\$19.36	\$21,897	\$19.73	\$22,321
4	\$53,141	\$56,855	\$20.98	\$23,734	\$21.40	\$24,204
5	\$55,181	\$58,954	\$22.63	\$25,605	\$23.09	\$26,122
6	\$57,273	\$61,048	\$24.28	\$27,465	\$24.78	\$28,028
7	\$59,361	\$63,134	\$25.91	\$29,314	\$26.42	\$29,888
8	\$61,455	\$65,230	\$27.54	\$31,151	\$28.09	\$31,771
9	\$63,551	\$67,324	\$29.16	\$32,988	\$29.74	\$33,643
10	\$65,644	\$69,415				
11	\$67,750	\$71,523				
12	\$69,835	\$73,608				
13	\$71,928	\$75,702				
14	\$74,021	\$77,793				
15	\$76,115	\$79,888				
16		\$80,837				

Daily rate shall be computed by dividing the Instructor salary by 184 or the Instructional Assistant annual wage by 181.

Longevity: After ten (10) years of service: \$300.00
 After fifteen (15) years of service: \$400.00
 After twenty (20) years of service: \$500.00

APPENDIX A
SCHEDULE A-2021: SALARIES AND WAGES

2021-22
1.25% Increase and Step Increases

Steps	INSTRUCTOR	INSTRUCTOR	INSTRUCTIONAL ASSISTANT		INSTRUCTIONAL ASSISTANT	
		W/Master's or 30 Grad Semester Hours			W/60 Semester Hours College Credit	
	184 Days	184 Days	Hourly	181 Days	Hourly	181 Days
1	\$47,388	\$51,205				
2	\$49,506	\$53,325	\$17.88	\$20,228	\$18.25	\$20,640
3	\$51,623	\$55,442	\$19.60	\$22,175	\$19.98	\$22,599
4	\$53,805	\$57,566	\$21.24	\$24,030	\$21.67	\$24,511
5	\$55,871	\$59,691	\$22.91	\$25,920	\$23.38	\$26,447
6	\$57,989	\$61,811	\$24.58	\$27,810	\$25.09	\$28,383
7	\$60,103	\$63,923	\$26.23	\$29,677	\$26.75	\$30,261
8	\$62,223	\$66,045	\$27.88	\$31,544	\$28.44	\$32,174
9	\$64,345	\$68,166	\$29.52	\$33,400	\$30.11	\$34,064
10	\$66,465	\$70,283				
11	\$68,597	\$72,417				
12	\$70,708	\$74,528				
13	\$72,827	\$76,648				
14	\$74,946	\$78,765				
15	\$77,066	\$80,887				
16		\$81,847				

Daily rate shall be computed by dividing the Instructor salary by 184 or the Instructional Assistant annual wage by 181.

Longevity: After ten (10) years of service: \$300.00
 After fifteen (15) years of service: \$400.00
 After twenty (20) years of service: \$500.00

APPENDIX A
SCHEDULE B: ADDITIONAL COMPENSATION

All positions are filled based on an application process, and assigned by administration.

Career Technical Student Organization (CTSO)

Advisor Pay	
Competition	\$200.00
Regional Competition	\$400.00
State Competition	\$800.00
National Competition	\$600.00
CTSO Coordinating Advisor	\$650.00
Hosting a regional event	\$250.00
Overnight responsibility	\$100.00 (per night)

Extended Day Learning and On-Line Courses

Courses may be for credit or no credit, which will impact compensation and course requirements. Assignments will not be made unless sufficient enrollment exists. Classes must have at least 12 participants.

Extended Day Learning/On-Line	Instructor's hourly rate;
CTE State Reported Course	Weekly hours as approved by Administration

Extended Day Learning/On-Line	Curricular Supplemental Pay;
Non-State Approved Course	Weekly hours as approved by Administration. Not to exceed five hours per week.

Other

Mentor	
1 st and 2 nd year teacher	\$600.00
3 rd , 4 th and 5 th year teacher	\$400.00
Mentor Chair	\$650.00
School Improvement Chair	\$1800.00 (Can be split amongst co-chairs)
NTHS Advisor	\$450.00
IPR Committee Chair	\$250.00
Wellness Committee Chair	\$250.00
Curricular Supplemental Pay	\$31.00/hour
Extracurricular Supplemental Pay	\$28.00/hour
Instructional Assistants	Hourly rate

Additional prep time for Schedule B work will not be compensated.

Additional information regarding requirements associated with Schedule B responsibilities and other clarifications are contained in the September 2018 Letter of Agreement and Attachment.

APPENDIX B

FRINGE BENEFITS

I. Responsibilities and Limitations

- A. Eligibility.** It shall be the responsibility of the employee(s) to complete and submit within their open enrollment period or the first thirty (30) days of employment all forms required of the respective insurance carrier(s) to become eligible for coverage. It shall be the responsibility of the administration to provide each employee the above mentioned forms and to inform him/her of these procedures within the first week of employment.
- B. Employees who work less than full days,** but who are expected to work at least an average of 30 hours per week, will be eligible for the option 2 single subscriber health insurance benefit only. These employees are not eligible for employer-paid dental, vision, LTD, life insurance benefits or the Plan B cash benefit. They are eligible to choose to pay the differential cost to enroll dependents in the employee's health insurance plan.
- C. Employees who were not expected to work an average of 30 hours per week,** but did work an average of at least 30 hours but less than the contractual full-time standard during the previous measurement period, will be eligible for the single subscriber health insurance benefit described in paragraph B, above, for the one year benefit stabilization period.
- D. Less than full-time employees** who participated in the cash option on a prorated basis prior to July 1, 2015 may continue to do so during the term of this agreement.
- E. Health insurance will become effective** September 1 for employees hired between August 2 and September 30 for a new academic year; or the first of the month following hire, unless the employee starts work on the first of the month in which case the insurance coverage will be effective on the first day worked. Employer-paid health insurance will be terminated on the last day of the month during which an employee discontinues employment.

- II. Beneficiary Policy.** One Thousand Dollars (\$1,000) for the designated beneficiary of an employee upon the death of the employee. The benefit will be made available where the employee has health insurance coverage (Plan A or Plan B) that the school district is contributing to the premium, and the employee is on a full-paid status or during a Family Medical Leave, whichever is longer. (For example, the benefit will be paid where a half-time employee, who has no paid absence time, is absent on a twelve (12) week unpaid Family Medical Leave, maintains insurance coverage, that the school district contributes to the premium, and passes away prior to the expiration of the leave. If this employee did not maintain insurance coverage during the leave, the benefit will not be paid. While on any absence that the employee is receiving pay, the school district is contributing to the premium, and the employee passes away, the benefit will be paid.)

III. Benefits

Full-time Instructors, Counselors, Placement Coordinators, and Instructional Assistants are eligible for the following benefits (full-time is defined in Article VI):

The maximum anticipated Board contribution for health insurance for the 2019 calendar year is limited to a formula that allows \$6,685.17 for single, \$13,980.75 for 2-person, and \$18,232.31 for family health insurance. The Board will increase its contribution for health insurance to the published "hard cap" amount in January of each year during the term of the current agreement. Employee contributions for health insurance will be deducted from paychecks. Employees may also authorize deductions for voluntary contributions to health savings accounts, flexible spending accounts and additional life and disability insurance options (as allowable).

The Board shall provide the following Plan options:

A. For those employees electing health insurance for 2019:

1. **OPTION 1:** Blue Cross Blue Shield PPO Plan With HSA
High Deductible Plan with \$1350/2700 deductible in-network, co-insurance maximum of \$2250/4500 in-network, and prescription co-pays after the deductible is met of \$10/40/80. Employee premium share contributions for the health plan during 2019 will be \$55.86 for single, \$215.24 for two persons, or \$239.04 for family coverage, based on 24 payroll deductions. Participating employees may voluntarily contribute to an associated health savings account using payroll deduction.
2. **OPTION 2:** Blue Care Network HMO With HRA
Office Visit co-pay \$30, Specialist co-pay \$45, Urgent Care co-pay \$50, Emergency Room co-pay \$150 after deductible, Prescription co-pays \$10/40 with Closed Formulary. During 2019, participating employees' premium share payments are -0- for single, \$74.40 for two persons, and \$61.49 for family coverage, based on 24 payroll deductions.
3. Long Term Disability:
66 2/3% of salary
90 calendar days modified fill
\$4,500 Maximum: Freeze on offsets
Alcoholism/drug addiction 2 years
Mental nervous same as any other illness
12 month premium waiver for health insurance
4. Dental:
Class I 100%
Class II 80%
Class III 80%
Annual Max: \$1500

Class IV	80%
Lifetime Max	\$3000
Riders	2 cleanings/year
	\$1000 Endosteel Implant

5. Vision: Self Insurance Plan with limits comparable to VSP3 Gold, supplemented with an allowance of up to \$110 for purchasing “progressive” lenses for eye glasses covered by the plan, after a \$10 employee co-pay.
6. Life Insurance:
 - \$50,000 for Instructors, Counselors and Placement Coordinators.
 - \$50,000 for full-time (6 hours or more) Instructional Assistants.

During the fall of 2019, CCEA staff (chosen by CCEA leadership) will participate in a committee to review health insurance options for the 2020 calendar year.

B. For those employees not electing health insurance:

Per month cash option:	\$250 for up to 3 full-time members participating
	\$350 for up to 5 full-time members participating
	\$450 for 6 or more full-time members participating
	\$500 for 15 or more full-time members participating
Long Term Disability - same as above	
Dental – same as above	
Vision – same as above	
Life insurance – same as above	

Sick Leave - Extended. In the event a full-time employee shall have exhausted his/her sick leave prior to the time when he/she shall become eligible for long term disability insurance benefits, the Board shall extend sick leave benefits at sixty percent (60%) of the employee’s daily rate for a maximum of thirty (30) days or until he/she is eligible to receive other long term disability insurance benefits, whichever occurs first.

State and Federal Insurance. Should either the Federal or State Government offer or mandate a health insurance plan for bargaining unit employees, the parties will meet to consider the issues associated with participation in that plan.

IV. Coordination of Benefits. Where spouses are both employed by the Jackson Intermediate School District, one (1) employee shall select PLAN A and the other PLAN B.

VII. Voluntary Benefits. The Employer will make a variety of benefits available each year during open enrollment for employees to purchase, including dependent life and short term disability insurance. Participation in these plans will be subject to meeting the terms applicable to each plan and agreement to pay for selected benefits through payroll deduction.

The Employer also sponsors a voluntary retirement savings plan (VRSP) that employees may choose to participate in by enrolling and authorizing payroll deduction. The parties agree that employees should be encouraged to begin planning to have sufficient economic resources for retirement as early in their careers as possible. Therefore, participating employees will be eligible for an Employer match for their contributions made to the VRSP on and after January 1, 2019, with an annual fiscal year cap of \$500.00. Such Employer contributions will be made twice each year based on the contributions made in the previous six month period. Employees must be actively employed to receive the Employer contribution match.

Employees hired on or after January 1, 2019 will be automatically enrolled in the VRSP 403(b) plan with a contribution of \$10.00 deducted from their salary/wages each payroll period, continuing until such time as the employee alters his/her enrollment or contribution status, which may be done prospectively at any time. Such enrollment changes may include discontinuation of his/her 403b plan, starting a 457 plan, and/or adjusting his/her contributions prospectively.

APPENDIX C: CALENDAR

During each year of this Agreement, both parties agree to follow the county-wide calendar proposed by the County-Wide Calendar Committee as long as the majority (7 of the 12 districts) of the Jackson County school districts are following that calendar. The number of Career Center professional staff work days shall be one hundred eighty-four (184). Non-student work days shall be scheduled by Administration, as full or partial work days, contiguously with the first student attendance day and/or the last remaining student attendance day, and one (1) non-student work day may be scheduled at the semester break. Staff will not work on the Martin Luther King, Jr. Birthday holiday.

(Revised 7/1/13)

APPENDIX D

LETTER OF AGREEMENT Mentor Program

The Employer and the Association recognize its responsibility to provide a supportive environment for the success of a new teacher. The parties agree to work cooperatively to develop and advise the Board of Education regarding a Mentor/Protégé program and to implement such a program.

However, because the purpose of the Mentor/Protégé match is to acclimate the bargaining unit member and to provide necessary assistance toward the end of quality instruction, the Board and the Association agree the relationship shall be confidential and shall not, in any fashion, be a matter included in the evaluation of the Mentor teacher or Protégé. Neither the Mentor teacher nor the Protégé shall be permitted to participate in any matter related to the evaluation of the other. Further, the Mentor teacher shall not be called as a witness in any grievance or administrative hearing involving the Protégé nor shall the Protégé be called as a witness in any grievance or administrative hearing involving the Mentor teacher.

APPENDIX E

LETTER OF AGREEMENT JROTC Program

The Jackson County Intermediate School District has operated a JROTC program through the Jackson Area Career Center since 2003. The Career Center Education Association has been supportive of providing the JROTC program opportunities for students.

The JROTC program requirements include using certain retired Army personnel as Instructors, as defined by the U.S. Army. The Instructors must be compensated no less than what they would earn if they were in active military service at the rank held at the time of retirement. That total is satisfied if the Instructor's Army retirement pay and the compensation paid by the District equal the current active military service compensation for the Instructor. The parties understand that, in most, cases, this calculation satisfies the JROTC compensation, but if the calculation is less than the active military service compensation, the District must make up the difference by increasing the Instructor's compensation.

The parties also understand that the JROTC supports the program by reimbursing the District of a portion of the Instructor's compensation, as well as providing some of the materials and supplies needed to run the program.


The parties hereby agree to compensate JROTC Instructors as required by the JROTC program requirements, should the compensation calculation require additional salary for the Instructors.

Dated: November 20, 2018.

**Jackson County Intermediate
School District**



Kevin Oxley, Superintendent

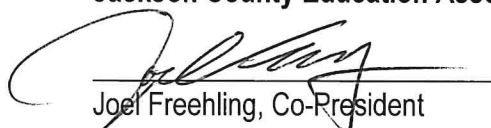


Mark Pogliano, Principal, JACC



Catherine Brechtelsbauer, Director of
Human Resources & Legal Services

**Career Center Education Association
Jackson County Education Association**



Joel Freehling, Co-President



Conan Furtwangler, Co-President



Milton Rehberg, MEA Uniserv Director

APPENDIX F

LETTER OF AGREEMENT COMPENSATORY TIME CCEA/JCEA & JCISD July 16, 2004

During the 2004 bargaining discussions, the JCISD brought to the attention of the CCEA/JCEA a concern regarding requests for compensatory time when meetings or business extended into lunch periods or beyond the end of the regular workday. Business activities are not planned to extend into lunch periods or beyond the regular workday. When it does occur, it is unexpected and irregular. The district acknowledges that business activities will continue to be planned within the normal workday, outside of the normal lunch period and prior to the end of the regular workday. The parties also acknowledge that on rare occasions where unplanned circumstances cause business activities to extend into lunch periods or beyond the regular workday, compensation for such activities is included in the regular yearly salary. Compensatory time will not be available.

CCEA & JCEA Representatives

William Farrant
CCEA Co-President

Mark Cole
CCEA Co-President

Marcy Hartung
JCEA/MEA Uniserv Director

Signed and dated July 16, 2004

JCISD Representatives

Denise Belt
JACC Principal

Linda Tortorice
Human Resource Director

APPENDIX G

LETTER OF AGREEMENT

**Re: Addressing Concerns Related to Cooperative Programs
Not Addressed by the Public Employment Relations Act
July 1, 2012**

During negotiations for the 2012-13 collective bargaining agreement, the parties removed contract language that formerly addressed terms and conditions under which the employer could enter into agreements to enter into cooperative programs. By doing so, the parties acknowledged a provision in the Public Employment Relations Act that prohibits bargaining over decisions to enter into intergovernmental agreements to consolidate, jointly perform or otherwise collaborate on functions or services. (MCL 423.215(11)) In all such cases, the parties will meet and confer regarding the development of the cooperative program, and will bargain over the effects of that decision.

Additionally, if the employer contemplates entering into an agreement to operate a cooperative program with another agency for the purpose of closing the same program at JACC, and if that agreement is not covered by the referenced bargaining prohibition, it will not do so if it causes in the layoff of bargaining unit members.

Career Center Education Association

Joel Freehling
Co-President

William Farrant
Co-President

Jeremy Burns
Co-President-Elect

Joan Schiel
Co-President-Elect

Marcy Hartung
MEA UniServ Director

Jackson County Intermediate School District

Patty Horning
Principal

Catherine Brechtelsbauer
Director, Human Resources & Legal Services

Signed and dated July 1, 2012

APPENDIX H
LETTER OF AGREEMENT
Re: Addressing Concerns Related to Terms and Conditions of Employment
Not Addressed in the Labor Agreement
July 1, 2012

During negotiations for the 2012-13 collective bargaining agreement, the parties removed contract language that formerly addressed terms and conditions of employment for members of the bargaining unit because recently enacted legislation directed the parties to deal with those matters as prohibited subjects for bargaining. Recognizing that those topics were, therefore, not eligible for consideration under the negotiated grievance and arbitration procedures, the parties determined that it was nevertheless valuable to assure employees they may request administrative review of administrative interpretations or errors in applying Board policies or state laws impacting an individual employee's terms and conditions of employment.

As to matters that were addressed in the 2011-12 agreement that were removed based on the parties' understanding of state law mandates, the parties hereby encourage employees to address concerns related to their individual terms and conditions of employment that are now addressed in Board policy and state law by summarizing their concerns in writing, providing any applicable back-up information, and presenting them to their immediate administrator in a timely manner. The administrator will schedule a meeting with the employee to discuss the concern. The employee may invite another employee or union representative to assist him/her at the meeting. After consideration of the concern(s) raised, the administrator will provide a written answer to the employee. If the answer is not satisfactory, the affected employee may take the concern through his/her chain of administrative command up (one step at a time) to the Superintendent's level. In most circumstances, it is expected that the appeal to the next level will occur within a work week. At each step, the employee will provide the administrator with a copy of all the written materials that have been shared by the employee and administrative staff earlier in the process. At each step, the administrator will schedule a meeting to discuss the concern, and at each such meeting the employee may bring another employee or union representative to assist him/her at the discussion. The Superintendent's decision will be the District's final decision as to the concerns addressed. The Employer understands that this Letter of Agreement does not negate the Association's right to pursue a civil claim in state court.

Signed and dated July 1, 2012 by the following:

Career Center Education Association

Joel Freehling, Co-President
William Farrant, Co-President
Jeremy Burns, Co-President-Elect
Joan Schiel, Co-President-Elect
Marcy Hartung, MEA UniServ Director

Jackson County Intermediate School District

Patty Horning, Principal
Catherine Brechtelsbauer, Director, Human
Resources & Legal Services

TABLE OF CONTENTS

ARTICLE I	1
RECOGNITION	1
ARTICLE II	1
ASSOCIATION AND CAREER CENTER	
EDUCATION ASSOCIATION RIGHTS	1
Building Use	1
Equipment Use	2
Bulletin Boards	2
Mail Boxes	2
Information Requests	2
Board Meetings	2
Union Business Days	2
Building Committee	2
ARTICLE III	3
EMPLOYEE RIGHTS	3
Michigan School Code	3
Non-Discrimination	3
Privacy	3
Applicable Laws	3
Inventions	3
Certification	3
ARTICLE IV	4
BOARD RIGHTS AND RESPONSIBILITIES	4
Board Rights	4
Limit on Further Negotiations	5
Copies of Rules and Regulations	5
ARTICLE V	5
AGENCY SHOP AND PAYROLL DEDUCTION	5
Association Membership	5
Payroll Deduction	5
ARTICLE VI	5
ASSIGNMENTS AND WORKING CONDITIONS	5
Hours	5
Instructors and Support Staff	5
Student Contact and Planning Time	6
Work Week	6
Work Day	6
Report for Duty	6
Professional Responsibility, Flexible	
Schedule Adjustment	6

Work Schedule	7
Instructional Assistants	7
All Employees	8
Lunch/Staff Meetings	8
Other Meetings	8
Three Shifts	8
Act of God Days	8
Absence Reporting	9
Staff Meetings	9
Class Size and Assignments	9
State Guidelines	9
Staff Qualifications	9
Notice of Assignment	9
Adult Education Class Size	9
Cancellation of Adult Education Classes	9
Adult Education Certification	10
Student Contact Time	10
Supplies and Materials	10
Clarification of Job Expectations	10
Planning Committee	10
ARTICLE VII	10
VACANCIES AND TRANSFERS	10
Definitions	10
Posting of Vacancies	10
Filling Vacancies	11
Summer Vacancies	11
Voluntary Transfer	11
Involuntary Transfer	11
ARTICLE VIII	11
LEAVES OF ABSENCE	11
Sick Leave	11
Leaves With Pay Charged Against Sick Leave	12
Worker's Comp/Employer's Liability Insurance	12
Family Illness	12
Funeral Travel	12
Funeral Attendance	12
Leaves With Pay Not Charged Against Sick Leave	12
Funeral Leave	13
Jury Duty	13
Personal Business Leave	13
Leaves for Part-time Employees	13
Leaves Without Pay	13
Mandatory	13
Parental Leave	13
Unpaid Medical Leave	13
Illness or injury in immediate family	13
Association Leave	13
Discretionary	14
Return from Leave	14
Notice of Intent to Return	14
Fringe Benefits	14

Unrequested Health Leave.....	14	Teacher Layoff and Recall	23
Family & Medical Leaves.....	14	Layoff Procedures.....	23
Sabbatical Leaves.....	15	Recall Procedures.....	24
Authorization	15	Continuation of Fringe Benefits	24
Eligibility and Qualifications.....	15	Exempt Employees.....	25
Purposes of Sabbatical Leave	16	Adult Education Layoffs	25
Application Procedures	16	Job Security	25
Conditions During Leave.....	16	Program Implementation	25
Requirements and Status Upon Return From		Cooperative Program	25
Sabbatical Leave.....	17	Contracted Services	25
Reinstatement Rights.....	17		
Attendance Incentive.....	17		
ARTICLE IX.....	18	ARTICLE XII	25
EMPLOYEE EVALUATION	18	CONTRACTS FOR EMPLOYEES NOT	
Procedure for Evaluation.....	18	COVERED BY THE TEACHER TENURE ACT..	25
Evaluation Procedure for Employees in Exempt		Probation	25
Positions.....	18	Annual Vocational Authorization	25
Instructor Evaluations.....	18	Adult Ed. - Letter of Employment.....	26
Professional Support Staff Evaluations	18		
Evaluation Procedure for Non-Exempt	18	ARTICLE XIII	26
Evaluation Process for Non-Teaching Staff	18	PROFESSIONAL IMPROVEMENT	26
Plan of Improvement.....	19	Professional Dues.....	26
Evaluator	19	Conference/Institute Fees.....	26
Satisfactory Performance	19	Industry Certifications.....	26
Complaints Against Employee.....	19		
Just Cause and Discipline Standards.....	19	ARTICLE XIV	26
Progressive Discipline and Disc. Procedures	19	GRIEVANCE PROCEDURE.....	26
Personnel File	19	Definition	26
Review of Personnel File.....	20	Non-Grievable Subjects.....	27
Adult Education Instructor Evaluation.....	20	Time Limits	27
Tenure Teacher Act Changes.....	20	Procedure	27
		Complaint Stage - Principal	27
ARTICLE X.....	20	Level I - Principal	27
COMPENSATION	20	Level II - Superintendent	27
Extended Program Compensation	20	Level III - Board of Education	27
Supplemental Work	20	Level IV - Arbitration	28
Advisors	20	Personal Complaint.....	29
Performance Incentive	21	Withdrawing of Grievance.....	29
Pay Periods	21	Non-Grievable Subjects - Hearing	29
Tuition Reimbursement.....	21	Adult Ed. Grievances	29
IA Substituting for an Instructor	22		
IA Substitute	22	ARTICLE XV	29
IA Temporary Assignment.....	22	MISCELLANEOUS PROVISIONS.....	29
IA Extended Day	22	Zipper Clause	29
Reimbursement for Travel Costs.....	22	Student Teachers	29
Compensation for Adult Education Instructors	22	No Strike Clause	29
Adult Ed. Prep Time Compensation.....	23	Unfair Labor Practices	30
Mentor Compensation.....	23	Driving Requirements.....	30
		Emergency Financial Manager	30
ARTICLE XI.....	23		
REDUCTIONS IN PERSONNEL.....	23	ARTICLE XVI.....	30

DURATION OF AGREEMENT	30	Voluntary Benefits	40
APPENDIX A - SALARIES	32	APPENDIX C	42
Placement on Salary Schedule - Professional	32	CALENDAR	42
Related Work Experience	32	In-service Time	42
Teaching Experience	32	APPENDIX D	43
Related Post-Secondary Training	32	LETTER OF AGREEMENT	43
M.A. Degree or 30 Graduate Level Semester		Mentor Program	43
Hours	32	APPENDIX E	44
New Hires	32	LETTER OF AGREEMENT	44
Full Vocation Certificate	32	JROTC Program	44
Definitions of Experience	33	APPENDIX F	45
Work Experience	33	LETTER OF AGREEMENT	45
Teaching Experience	33	Compensatory Time	45
Placement on Salary Schedule - Instructional		APPENDIX G	46
Assistants	33	LETTER OF AGREEMENT	46
Salaries - Adult Education	33	Concerns Related to Cooperative Programs	46
Proration of Salary	33	APPENDIX H	47
APPENDIX A – SCHEDULE A	34	LETTER OF AGREEMENT	47
SALARIES AND WAGES 2019-20	34	Concerns Not Addressed in Labor Agreement	47
SALARIES AND WAGES 2020-21	35		
SALARIES AND WAGES 2021-22	36		
APPENDIX A - SCHEDULE B	37		
ADDITIONAL COMPENSATION	37		
APPENDIX B	38		
FRINGE BENEFITS	38		
Responsibilities and Limitations	38		
Eligibility	38		
Employees working less than full days	38		
Employees who are not expected to work 30			
hours	38		
Less than Full-time Employees	38		
Health Insurance Effective Dates	38		
Beneficiary Policy	38		
Benefits	39		
Employees Electing Health Insurance	39		
Option 1	39		
Option 2	39		
LTD	39		
Dental	39		
Vision	40		
Life	40		
Employees not electing health insurance	40		
Sick Leave - Extended	40		
State & Federal Insurance	40		
Coordination of Benefits	40		