

AGREEMENT

by and between

JACKSON INTERMEDIATE
EDUCATION ASSOCIATION
JCEA/MEA/NEA

and

JACKSON COUNTY INTERMEDIATE
SCHOOL DISTRICT BOARD OF
EDUCATION

2021-2023

ARTICLE I Recognition

- A. The Jackson County Intermediate School District Board of Education hereby recognizes the Jackson County Education Association as the exclusive bargaining representative for all full-time and regularly scheduled part-time certified or approved professional and paraprofessional (most commonly referred to as teacher assistants, and sometimes referred to using their area of specialty) instructional employees (under contract with the Jackson County Intermediate School District), but excluding vocational education employees, substitute and per diem employees, supervisors, administrators, and all other employees.
- B. The term "Association" when used in this Agreement shall refer to the Jackson County Education Association.
- C. The terms "Jackson Intermediate 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" shall include its officers, members, or delegated agents.
- E. The Board agrees not to negotiate with any teachers' organization other than the Association for the duration of this Agreement.
- F. Nothing contained herein shall be construed to deny or restrict any employee or the Board rights either may have under the Michigan Revised School Code.

ARTICLE II Association and Jackson Intermediate Education Association Rights

- A. Applicable Laws, Policies, etc. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The Association also agrees to follow Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- B. Use of Facilities. The J.I.E.A. and its members shall have the right to use school facilities for meetings, upon approval of the Superintendent or building administrator, as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use shall be subject to the approval of the Superintendent, 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 Association.
- C. Transaction of Association Business. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the school administrator of their presence.
- D. Use of Equipment. The J.I.E.A. shall have the right to use Board designated office equipment. The arrangements for use of equipment and necessary supplies shall be made with the Secretary to the Director of Special Education. The use of the office equipment will be permitted provided costs of operation are met by the Association.

- E. Bulletin Boards. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, one of which shall be provided in the Kratz Educational Center, one in the Lyle A. Tarrant Center and the Kit Young Center.
- F. Information. 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 and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional cost to the District, such costs will be billed to and paid by the Association.
- G. Board Agendas. 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.
- H. Association Days. At the beginning of each school year the Association shall be credited with a total of ten (10) days to be used by employees, provided the Association reimburses the Board for the salary of the employee (including associated MPERS and tax payments). No individual employee shall use more than three (3) such days in any given school year, except the President may take up to five (5) days. Should such leave be used for purpose of supporting a strike, disciplinary action will result and such disciplinary action will not be subject to the grievance procedure.

ARTICLE III Employee Rights

- A. School Law. Nothing contained herein shall be construed to deny or restrict any employee's rights he/she may have under the Michigan Revised School Codes. The rights granted to the employee 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. Neither the Board nor the Association will unlawfully discriminate with regard to race, color, creed, religion, ethnic group, national origin, age, sex (including sexual orientation), marital status, family status, military status, weight, height, genetic information, non-job interfering handicap, or other legally protected status in the application of the provisions of this Agreement.

All employees are responsible to refrain from illegal discrimination in the course of employment. Employees who believe they have been subject to illegal discrimination in the workplace are encouraged to access the complaint processes found in Board Policies 2266, 3122 or 3362, as applicable, or to contact the U.S. Department of Civil Rights or the Michigan Department of Civil Rights. Additionally, Title IX of the Civil Rights Act requires all employees to avoid and discourage sexual harassment of students and staff members, and to report such incidents and any related retaliation complaints to a Title IX Coordinator. All Title IX Coordinators' names and contact information can be found at the bottom of the district's web page. Complainants may report sexual harassment incidents directly to a Title IX Coordinator or the U.S. Department of Education Office of Civil Rights.
- C. Private Life. The private life of an employee is his/her own affair unless the employee's conduct shall adversely affect his/her relationship with students or the discharge of professional duties.
- D. Laws and Statutes. 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. The

employer will comply with the Americans with Disabilities Act and attempt to accommodate the employee's work restrictions within his/her current assignment.

- E. Disciplinary Action. No employee will be disciplined, reprimanded or reduced in rank or compensation for a reason that is arbitrary or capricious, consistent with the teacher tenure act, as revised. Additionally, employees not subject to the teacher tenure act will not be disciplined without just cause. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- F. Drug and Alcohol Policies. In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.

ARTICLE IV Board Rights

- A. 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 operations 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, 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 demotion; and to promote, transfer and 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, 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 of changes therein.
 - 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.
 - 7. Determine the number and location or relocation of its facilities.
 - 8. Determine the placement of operations and 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 from employees as specifically provided for in this Agreement.
 11. Grant leaves of absence as deemed appropriate, including but not limited to the following:
 - a. Leaves for extended illness and/or rest.
 - b. Leaves for advanced study and/or job-related, educational travel.
 12. The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.
- B. 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 except by mutual consent of both parties.

ARTICLE V Union Membership and Payroll Deduction

- A. Membership Options. 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 Deductions. Upon appropriate written authorization from the employee the Board shall deduct from the salary of any employee and make appropriate remittance for employee health insurance contributions, authorized retirement savings plans, and contributions to the United Way. The Board will deduct for available insurance options and other plans, which have been approved by the Board.
- C. The District will make a good faith effort to furnish the Association the names, home addresses and work sites of all newly hired employees no later than 14 days after hiring.

ARTICLE VI Caseloads, Assignments and Working Conditions

- A. Hours.
 1. Length of Day, Week.
 - a. For Professional Staff. Full-time professional staff shall be scheduled to provide or be available to provide professional services up to a maximum of six and three-quarters (6.75) hours per day or thirty-three and three quarters (33.75) hours per week, inclusive of planning time, but exclusive of relief and lunch period. Variances in the standard schedule may be necessary depending upon the position assignment, assigned district(s), meetings and training.
 - b. For Paraprofessional Staff. The standard work week for full-time employees is six and three-quarters (6.75) hours per day or thirty-three and three-quarters (33.75) hours per week, inclusive of break times but exclusive of lunch period. Some assignments may differ from the standard work schedule, but will be considered full-time so long as they are at least 33.75 hours per week. Assignments that

require regular hours above that standard work week amount will be paid the additional hours at the regular hourly rate.

2. Professional Responsibility. The parties further agree that it is the responsibility of professional employees to spend additional time without additional compensation in both the preparation and provision of specialized educational services.
3. Change in Schedule. Intermediate School District office staff shall be kept informed by each employee of his/her scheduled working day and any changes therein.
4. Time Schedule Adjustment. Time schedule adjustments for certain work performed beyond the work week may be made with prior Employer approval. Effective January 1, 2013, time schedule adjustments will be made in the same week as the extra hours are worked and will not be carried forward.
 - a. For Professional Staff. To qualify for time schedule adjustments, work beyond the standard work week, shall include only the following activities:

<u>Class Room Employee</u> IEPC meetings Data review meetings Home visits Mandatory attendance at meetings Supervisor approved activities	<u>Itinerant Employee</u> IEPC meetings Data review meetings Mandatory attendance at meetings Home visits with a student whose parents are routinely unavailable during the work day Supervisor approved activities
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 - b. For Paraprofessional Staff. Paraprofessional staff will generally be paid for extra hours approved and worked. However, time schedule adjustments may be approved in lieu of wages for participation in the activities listed in subsection a, above, during the same work week.
 - c. Time schedule adjustments shall be taken only during non-student contact time. Approval of the time schedule adjustments are at the discretion of administration.
 - d. The administration will allow professional staff to be released from working the standard schedule on a case by case basis in recognition of being required to work outside the standard work schedule, such as staffing family events. It is expected that the release time will be during non-student contact hours.
5. School Closure. When school 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.
6. Rescheduling of Days. Scheduled days of student instruction which are not held for any reason 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 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 Board and Association mutually agree upon different dates.

7. Reporting Unavailability to Work. 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. Files and Reports. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.

B. Class Size and Caseload.

Each employee shall be assigned duties and responsibilities consistent with caseload recommendations and/or other program requirements defined within the rules and regulations promulgated by the Michigan Department of Education and/or the United States Department of Education. Guidelines published by the Michigan Department of Education for the operation of various programs in Special Education shall be followed to the extent practical and possible.

C. Qualifications and Assignments.

1. Standards. All employees shall meet and maintain the legal and professional standards required by Part 7 of the School Code of 1976, as amended, and such other enabling legislation as is applicable to the operation of the Intermediate School District.
2. Degree Requirements. All new special education employees, placed on the professional salary schedule shall have received a bachelor's degree from an accredited college or university.
3. Health Consultant. A bachelor's degree or an R.N. diploma plus one (1) year of appropriate experience shall be the minimum requirements for the position of Health Consultant.
4. Teaching Assistants Substituting for a Teacher. Qualified teacher assistants interested in substituting for a teacher on a long term basis may send notification of interest to Human Resources during August or January of each year, and their names will be compiled for consideration for these assignments.
5. Emergency Assignments. Non-teaching employees shall not be assigned, except in emergency situations, outside the professional discipline for which he/she is qualified, without his/her consent. Emergency assignments shall be limited to one (1) full working day.
6. 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. Every effort will be made to give all employees written notice of their assignments on or before June 1. Any changes in assignment may be made providing affected member(s) are afforded the opportunity to meet with his/her direct supervisor, be allowed an Association representative should the employee so choose, and the reasons for the change put in writing.
7. Additional Assignments. Any assignment in addition to the normal working schedule shall not be obligatory but shall be with the consent of the employee. Prior to performing the additional assignment, the applicable supervisor will inform the employee if additional compensation will be paid for performing the work and any limits for such compensation.
8. Constituent School Schedules. All employees shall conform to the holiday and vacation schedules of the constituent school(s) to which they are assigned, but where an individual employee is assigned to schools with differing holiday and vacation schedules, the Director of Special Education or designee, working with the schools involved and the affected

employee, shall determine the schedule of the employee provided that the total number of work days shall be as specified in this Agreement.

D. Supplies and Materials.

The Board agrees (1) to keep the Intermediate centers reasonably equipped and maintained; (2) to provide and maintain professional reference materials in the Instructional Materials Center; and (3) to make available telephone service, typing and duplicating facilities and clerical personnel to aid employees, as determined by the Employer, in the preparation of IEPC invitations, case reports and correspondence, and year-end reports, all of which must be job-related; provided the financial resources are sufficient.

E. Other Working Conditions.

1. Facilities. The parties recognize that optimum school facilities for both student and employee are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the employee is to provide appropriate educational services, and the organization of the school and the school day should be directed toward insuring that the energy of the employee is primarily utilized to this end.
2. Work Space. The Board recognizes that adequate, reasonably quiet and non-hazardous working space is necessary in each building where itinerant personnel work. The Board will make recommendations to local school districts of these needs and will cooperate as fully as possible with the personnel and the local school board to provide them.
3. Hazardous Conditions. Conditions that are considered hazardous shall be reported immediately to the building principal.
4. Inadequate Facilities. Any employee who feels that existing facilities are inadequate shall discuss the matter with his/her building principal. If satisfactory action is not forthcoming the employee shall confer with his/her immediate supervisor. The immediate supervisor and/or the Director of Special Education (or designee) shall confer with the superintendent of the district and/or principal of the building in question regarding the reported deficiencies. The employee shall be informed of the results of the conference.
5. Relief Periods. Employees shall be provided two (2) fifteen (15) minute relief periods as a part of their work day. Relief periods must be given and taken during the instructional day, and may not be saved for later use.
6. Health Services. Only trained employees will be assigned to provide health services.

ARTICLE VII Vacancies and Changes in Assignments

- A. Definition: Vacancy. The term "vacancy" as it appears in this Article refers to an unfilled position caused by an employee leaving employment in a bargaining unit position or by creating a new position within the bargaining unit.

The Board supports the policy of promoting employees from within the bargaining unit, provided said employees are determined by the Board to be the best qualified applicants for the position.

- B. Definition: Change in Assignment. The term “changes in assignment” as it appears in this Article refers to an employee moving from one position to a comparable position.
- C. Change in assignment shall be finalized only after discussion with the affected employees.
- D. Criteria. When filling a vacancy the Board agrees to give consideration to the applications of existing staff members. 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 non-teaching staff applicants are essentially equal, the applicant with the most service within the District shall be granted the position. The decision of the Board, with regard to the filling of said vacancy shall be final.
- E. Job Posting. Whenever a vacancy in any professional or paraprofessional position shall occur and is indicated by official notification or whenever a new position is created by official action, the Board shall give written notice to the Association within seven (7) calendar days and shall post such vacancy simultaneously on the official bulletin board in the Intermediate Administration Building, Tarrant and CFI, and on the District’s Website. Such notice shall be posted to cover two (2) consecutive working Fridays, except during the months of July or August, during which time such postings shall be included on the District’s Website and the vacancies shall be held open for seven (7) calendar days. Any newly created or unusual position(s) shall be posted with accompanying job description(s).
- F. Extended Programs.

The following procedures are for extended programming:

1. Professionals and paraprofessionals employed in an assignment with a schedule longer than the normal school year will be expected to work the summer program, subject to staffing needs, unless the assignment schedule does not allow at least four weeks off work during the calendar year.

All employees working in programs in excess of 200 days may request personal leave of absence for the full portion of the assignment that extends beyond the regular school year by notifying the District in writing prior to April 1st of each year. Such requests will be granted if the employer is able to fill the summer program assignment with an employee who can perform the assignment.

Based on the leave requests received as required, and confirmation of the summer staffing needs, extended year positions will be posted by May 8 for at least seven calendar days. If additional positions are necessary to comply with the school district's special education plan, or when the need for the service is determined, a similar posting process will be implemented. Other qualified/certified (as applicable) District employees indicating an interest in writing in an extended program position will be considered for these positions.

Summer work assignments will be made no later than May 30. Summer assignments will consider qualifications and effectiveness; seniority will be considered when all other required factors are equal. Summer program daily work hours will vary for the early childhood programs, but the K-12 programs will generally include 6.75 hours of student contact time on three days per week, inclusive of “camp week.” Ancillary services for students will be scheduled through the departments with the approval of administration.

2. For each classroom during the extended school year, one (1) teacher or teacher assistant assigned to the building during the regular school year must accept an extended year

assignment as mutually agreed by the classroom employees or as determined by Section F, 4, below. In extraordinary circumstances, unpaid leave may be granted for the extended year program. Requests for leave for the extended year program in this circumstance must include the reason for requesting the leave, and must be submitted by the April 1 deadline (above).

3. Every effort will be made to secure outside personnel through normal posting procedures for positions not filled in accordance with Section F, 1, above. All such certified/qualified applicants will be considered for these remaining positions.
4. Should insufficient applicants be forthcoming by May 20, employees regularly assigned to such programs must work the extended year. For non-teaching assignments, the following processes will be followed:
 - a. New staff members who were notified at the time of hiring that they may be required to work the extended year program;
 - b. If there is no new staff in an affected department, the employees from that department will develop a method of meeting the staffing needs;
 - c. If the employees cannot agree, the employee who will be required to work the extended year program will be determined by lottery. No employee so selected will be required to work two (2) extended year programs in a row.
5. Employees must confirm who will be working the extended program no later than June 1.

G. 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 interest 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 a written interest in a specific position will be notified of the vacancy by e-mail or in the alternative pre-arranged method.
2. The employee(s) so notified shall have the responsibility for completing the application within seven (7) days of the delivery or attempted delivery of such notification.

H. Requests for Different Assignment/Job Exchange. Requests by an employee for a different assignment or position shall be made in writing to the Director of Special Education, and, where applicable, to the employee's immediate supervisor. Copies may be filed with the Association. The request for change in assignment shall set forth the reasons; the school, grade, or position sought; and the applicant's qualifications. Written notification of the disposition of the change in assignment shall be provided to the employee and the Association within ten (10) days of the disposition.

Job exchanges for up to one (1) year duration may be requested as provided above.

I. Return to Unit. Any employee who accepts an administrative or executive position and shall later return to his/her former status at the first vacancy available shall be entitled to retain such rights as he/she may have had under this Agreement prior to promotion to supervisory or executive status.

J. Shared Assignments.

1. With prior approval of the Board, two (2) employees may request to share an assignment/position that otherwise would be occupied by a single bargaining unit member.

a. Shared Assignment is Defined as:

- 1) Two (2) individuals working each day, but each working less than a full day. A given individual would thus work either mornings or afternoons; or,
- 2) Two (2) individuals working full days but less than five (5) days a week on a regular basis.
- 3) Only one (1) position from any given classroom may be eligible for shared status at any given time.

b. Conditions Pertaining to Shared Assignments

- 1) Employees may request shared assignments by notifying their immediate Supervisor and the Director of Special Education in writing by April 30 for the first semester, and by November 15 for the second semester of the next school year. Requests which are not timely may be considered at the option of the Director of Special Education.
- 2) Employees participating in a shared time assignment are subject to, and may exercise options under Article VII, Vacancies and Changes in Assignments, except that, in instances when an employee requests a transfer or change in assignment this request cannot result in the layoff of another employee.
- 3) An employee participating in a shared assignment will receive one (1) year seniority for the school year in which a shared assignment is in effect, provided the employee works at least one-half (1/2) time. Employees working less than one-half (1/2) time shall have seniority prorated. Salary shall be prorated for time worked, with payments made over either twenty (20) or twenty-four (24) pays.
- 4) Sick leave and personal leave days as provided in Article VIII shall be provided on a prorated basis.

c. Return to Full Time Status. An employee timely requesting return to full-time status shall be returned providing an available position exists and the Board deems the new assignment to be appropriate, taking into consideration program needs, employee qualifications, Board policy and applicable law, and providing the return does not result in the layoff of another employee. It is also understood that the junior member of the shared assignment team may be assigned to any position for which he/she is qualified and certified, and the assignment is consistent with Board policy and applicable law. The senior member of the job share team may be displaced provided both members agree.

d. Employees on shared assignments who wish to return to full-time status, or make any changes in assignment, must notify their immediate Supervisor and the Director of Special Education in writing prior to April 30 for the first semester or prior to November 15 for the second semester of the next school year.

e. Filling Shared Non-Teaching Assignment Vacancies

- 1) If one (1) member of a shared non-teaching assignment team becomes unavailable through resignation, termination, illness, or other reason, the position shall be filled by:
 - a) Offering to increase the remaining job share participant to full-time status.
 - b) Recall a laid-off employee, if qualified, for the position.
 - c) Transfer, or accept request for transfer into the assignment.
 - d) Hire a replacement.
 - e) If above steps are unsuccessful, a substitute may be placed for the remainder of the school year.
- 2) The remaining member of the job share team will assume the position on a full-time basis for the next school year unless another shared assignment is developed in accordance with the provisions of this Article.

**ARTICLE VIII
Leaves of Absence**

- A. Sick Leave Allowance. At the beginning of the regular school year each employee shall be granted yearly sick leave allowance of twelve (12) days.

Employees who are assigned to work eight (8) or more weeks in a summer instructional program accrue two (2) additional sick leave days, with the number of hours in the leave day matching the employee's standard work day length for the summer assignment. Employees who are assigned to work four to seven (4-7) weeks in a summer instructional program will accrue one additional sick leave day, based on the length of the standard summer assignment work day length. *Note: these additional days will be available for use at the start of the summer if the summer assignment was given by May 30; otherwise, leave time accrued for working in a summer assignment will be credited at the end of the summer assignment term.*

All other employees contracted for more than the regular school year shall earn one (1) additional sick day for each four (4) weeks contracted, or major portion thereof. These sick leave days are intended to be used during the extended contract year, but may accumulate in the employee's sick leave bank for later use. During the extended school year an employee may use up to four (4) extended year days from his/her accumulated sick time; except in an authorized medical emergency.

Unused sick days shall be allowed to accumulate without limit for use as sick days.

- B. Paid Leaves Charged Against Sick Leave. Leaves of absence with pay charged against sick leave time shall be granted for:

1. Employee Illness/Accident. Absence due to physical or mental illness, health condition, preventative care, medical appointments, or accident of the employee.

- a. Worker's Comp/Employer's Liability Insurance. 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 retains the payment resulting from the Worker's Compensation claim or insurance claim, and prorates an amount of sick leave time from 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. When an employee's paid sick time is exhausted, the employee shall be placed, by the Employer, 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. Injured By a Student. If a physical injury covered by the conditions stipulated in Section B, 1, a, above, is caused by the actions of a student or action taken by the employee to protect his/her self or other students from injury, the employee will not be charged with sick leave usage for the first five (5) work days following the physical injury occurrence. Should the physical injury require the employee to remain off work for over ten (10) consecutive work days the District will receive the Worker's Compensation payment for the first week, or the employee shall return to the District an amount equal to his/her gross wages if the employee selects the option under Section B, 1, a, listed above.
 - c. An employee may elect not to use paid sick time under Section B, 1, a, above and shall be placed, by the Employer, on 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 physical or mental illness, health condition, preventative care, or disabling accident of the employee's spouse, children, and parents of the employee or spouse or members of the immediate household and immediate family. Effective January 1, 2021, family member classifications will be interpreted consistent with the Michigan Paid Medical Leave Act, 2018 PA 369 ("PMLA") for paid sick leave. Therefore the term "children" includes biological, adopted, foster and step children, legal wards and children to whom the employee stands *in loco parentis*. The term "parents" includes biological, foster, step and adoptive parents, and legal guardians of the employee or the employee's spouse or an individual who stood *in loco parentis* when the employee was a minor child. The term "sibling" includes a biological, foster or adopted sibling.
 3. Funeral Travel Time. Absence because of unusual travel time required to attend a funeral.
 4. Additional Funeral Leave. Absence to attend funeral services other than provided below in Section C, 1.
 5. Sick leave will not be scheduled on the day before or after a holiday if it is avoidable. Paid sick leave is not available in instances when an employee fails to call in to report the absence as instructed and/or when an employee fails to report, barring extreme, documented, emergency conditions.
 6. Employees may use their sick leave for these additional reasons:
 - A. Closure of the employee's primary work place by order of a public health official due to a public health emergency;
 - B. Care of a child whose school or place of care has been closed by order of a public health official due to a public health emergency;

- C. Exposure of the employee or family member to a communicable disease that would jeopardize the health of others as determined by public health authorities or a health care provider;
- D. In domestic violence and sexual assault situations, employees may use paid sick leave for associated medical care, psychological or other counseling; to receive associated services from a victim services organization; for associated relocation; to obtain associated legal services; or to participate in associated civil or criminal proceedings.

C. Other Paid Leaves. Leaves of absence with pay not charged against sick leave shall be granted for:

- 1. Bereavement 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, siblings, parents, spouse's parents, or grandchildren, and grandparents of the employee or spouse. Children, parents and siblings are defined in Section B., 2. The employer will approve bereavement leave for up to five (5) consecutive days at the time of death of an employee's spouse, child or parent. Alternatively, the employee may request the leave to occur at a later date if the funeral or memorial service is delayed.
- 2. Jury Duty. Absence when called for jury duty or subpoenaed to testify in court for a district-related matter, providing the testimony is not against the Board. Pay to be reduced by amount received for jury duty or witness fee.
- 3. Personal Business Days. Personal business matters up to two (2) days per year (non-accumulative) which cannot be scheduled outside the regular school day. Such use shall be documented by submitting a signed statement indicating use of the day meets the conditions mentioned in this paragraph. Such statement will be submitted in advance unless conditions do not allow. Additional details regarding the absence will only be requested in advance of the absence if the absence is adjacent to a holiday or health leave. Personal business days shall not be granted to engage in other employment, or to pursue other employment. Personal business days may be used to make arrangements for the funeral of any family member or a person who resides in the employee's household. Unused personal business days shall be credited to and accumulate for use as sick leave.

Employees who earn sick leave for an extended school year assignment will also accrue personal business leave at a ratio of 50% of the sick leave earned for that extended assignment term. *As noted in sick leave, above, these additional leave hours will be available for use at the start of the summer if the summer assignment was given by May 30; otherwise, leave time accrued for working in a summer assignment will be credited at the end of the summer assignment term.*

D. Leaves Without Pay.

- 1. Leaves of absence without pay of up to one (1) year shall be granted by the Board for the following reasons:
 - a. Parental. Child care following the birth or adoption of a child. Parental leaves shall terminate at the end of a semester or school year.
 - b. Additional Illness. Ill health after the employee has used all sick leave credits.
 - c. Additional Family Illness. Illness in immediate family as defined herein after the employee has used all sick leave credits.

- d. Unpaid and paid leave shall not exceed one year. Additional leave of absence may be requested and granted in accordance with district procedures and practices as determined by the employer. If the employee has already been granted a cumulative one year (or longer) unpaid leave of absence, there is an expectation that the employee will return to work for two years before being granted additional leave without pay. Exceptions may be made in extraordinary circumstances.
2. Other. Leaves of absence without pay of up to one (1) year will be considered by the Board, including but not limited to the following:
 - a. Educational leaves.
 - b. Association leadership.
3. Return from Leave. The Board will return an employee to a comparable position following leaves of one (1) year or less, unless doing so is inconsistent with the Teacher Tenure Act. On all other leaves and leave extensions, the Board will reinstate the employee to an available position for which he/she is certified and qualified; additionally such assignment will be appropriate, taking into consideration program needs and employee qualifications. For teachers, additional factors will be considered in accordance with state law and Board policy.
4. Notification 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.
5. Automatic Quit. Any employee failing to give proper notification or to return to work upon completion of a leave shall be deemed an automatic quit.
6. Benefits. An employee on an unpaid leave of absence shall have such fringe benefits as are available, provided said employee reimburses the District for the cost of the benefits.

E. Sabbatical Leaves.

1. Authorization.
 - a. Sabbatical Leave of Absence may be granted to members of the teaching staff of the Jackson Intermediate Education Association. The granting of such leaves is subject to the approval of the Board upon recommendation of the Superintendent.
 - b. The rules and regulations of the Jackson Special Education Sabbatical Leave Program are authorized and shall be interpreted in accordance with Michigan statutory provisions and any amendments thereto.
2. Eligibility and Qualifications.
 - a. Any teacher employed by the Jackson County Intermediate School District and covered by the current master agreement between the Board of Education and the Jackson Intermediate Education Association who meets the qualifications shall be

eligible to apply for sabbatical leave subject to the following conditions and requirements:

- 1) Applicant must hold a Life, Permanent or Continuing certificate.
- 2) Applicants 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 one (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 year of service in computing the seven (7) consecutive years.
- 3) Sabbatical Leaves of Absence may be granted to no more than one (1) eligible staff member in a given year.
- 4) 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.
- 5) The applicant signs an agreement to return to service with the Jackson County Intermediate School District immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years.

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.
 - 1) Sabbatical Leave 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. Applications 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 employee will be provided a response to leave requests within forty-five (45) days of the final deadline for application date.

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.
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 wherein the rule is waived by the Board.

F. Work Accommodations. If the employee cannot be accommodated within his/her current assignment, he/she may be reassigned to an assignment consistent with the employee's work restrictions for which he/she is qualified and certified, and is able to perform all the essential functions, with or without reasonable accommodation. Reassignment of teachers under this provision will also take into consideration program needs, Board policy and applicable law. Assignment accommodations may include:

- 1. voluntary job exchange under Article VII, of the Master Agreement; or
- 2. assigned the first vacancy; or
- 3. change in assignment; or
- 4. on a case-by-case basis, if consistent with Board policy and state law, accommodate as mutually agreed to by the Association and the Employer.

If appropriate for an individual disability accommodation, the Board may grant a reasonable extension of an unpaid leave of absence for an employee who needs up to one additional year to return to a comparable assignment and is expected to then be able to perform all the essential functions of that assignment, with or without reasonable accommodation.

G. Reinstatement and Layoff. Reinstatement Rights are subject to layoff provisions of Article XI – Layoff Procedure (and for teachers, the recall policy established by the Board, in accordance with state law).

H. 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 work weeks in a twelve month period, and for certain military-related reasons for up to 26 work weeks in a twelve month period, without loss of Employer-paid health benefits. 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 paid sick leave accruals during FMLA leaves. If the staff member fails to return to work at the end of the leave for reasons other than the continuation, recurrence, or onset of a serious health condition of the staff member or of the staff member's immediate family member, or for circumstances beyond the control of the staff member, the staff member shall reimburse the board for the health insurance premiums paid by the board during the unpaid FMLA leave period.

ARTICLE IX Employee Evaluation and Progress

A. Process.

1. Probationary Teacher Employees. All certified probationary teachers shall be evaluated in accordance with Board policy and state law.
2. Tenured/Non-Probationary Teacher Employees. The work performance of all tenured and non-probationary teachers shall be evaluated in writing by the Director of Special Education or designee in accordance with Board policy and state law.
3. Professional, Non-Teaching Staff. 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 may be evaluated less frequently, as appropriate.
4. Paraprofessionals. All paraprofessional employees shall be evaluated one (1) time each year by the Director of Special Education or designee prior to May 1.
5. Evaluations and Observations for Non-Teaching Staff. The Director of Special Education, or designee, shall evaluate employees. All employees shall be evaluated by direct observation where applicable and by personal conference with the Director of Special Education or designee. The completed evaluation form will be provided to the employee prior to the formal evaluation conference. The evaluator will state on the evaluation what factors were considered, which will include at least two (2) formal scheduled observations at reasonable intervals and discussion. The evaluation may also be based on unscheduled observations and other information relating to the employee's performance.
6. Feedback and Employee Comment. Following formal scheduled observations, the evaluator will, as soon as possible, provide feedback to the employee pertaining to his/her performance. If the employee and the evaluator mutually agree that a factual inaccuracy is contained in the text of the completed evaluation form, it shall be corrected and a copy of the corrected form provided to the employee within ten (10) working days of the evaluation conference. If mutual agreement is not accomplished, the employee may provide a written response which shall be attached to the written evaluation and placed in the employee's personnel file.
7. Complaint Procedures. Any complaint made against an employee by any parent, student, or other person shall be called to the attention of the employee within ten (10) days after receiving said complaint if it is to be used as the basis for any reprimand, discipline, or discharge.
8. Deficiencies. As part of the evaluation process, an employee found to be lacking shall have developed by the Director of Special Education or designee, in consultation with the employee, an IDP that includes the reasons and ways in which the employee is to improve set forth in specific terms, including a deadline for improvement which shall not be later than 180 days after the plan was developed. If the next report fails to again mention a specific deficiency, this shall be interpreted to mean that adequate improvement has taken place at the time of said evaluation.

B. Rights and Responsibilities.

1. Right to Association Representation. If an employee is to be disciplined or reprimanded by the Board or its agents, he/she may elect to have a representative of the Association present.
2. Personnel File. An employee will have the right to review the contents of his/her personnel file originating after original employment and to have a representative of the Association accompany him/her in such review.
3. No negative material originating after original employment will be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee may submit a written notation regarding any material and the same shall be attached to the file copy of the material in question. The employee may be asked to sign to indicate awareness of the material, but in no instance shall said signature be interpreted to mean agreement with the content of the material.
4. In no case will an employee of this bargaining unit be evaluated by another employee of the unit, except a professional employee may be consulted by the administrator regarding the evaluation of a paraprofessional employee assigned to the professional employee.
5. Satisfactory Performance. State law requires annual evaluations of teachers. Where state law allows discretion, if any employee other than a teacher does not receive an evaluation, it shall be interpreted that his/her work is satisfactory.
6. Disciplinary Action for Teachers. Board policy addresses disciplinary standards and processes for teacher staff. Insofar as that policy is inconsistent with the following paragraph, the policy will be applied.
6. Progressive Discipline. The Association recognizes that abuse 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, creates undesirable conditions in the school building, and warrants possible disciplinary action. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending employee. The Association will use its best efforts to correct breaches of professional behavior by an employee.

ARTICLE X
Compensation

- A. Salaries. The school year assignment professional salaries and hourly wages for paraprofessional employees covered by this Agreement are set forth in Appendix A. When professional employees are entitled to be paid for additional hours, the hourly rate will be calculated by dividing the annual rate by the number of scheduled work days and 6.75 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.

- B. Placement on Schedule. An employee's salary shall be determined by placement on the schedule as determined by level of training. Credit will be given on the applicable salary schedule for college credits that are related to a special education assignment, or to the next potential promotion. All

new employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience in any legally recognized school district and/or paid related experience as determined by the Board.

Such credit will be limited to five (5) years on all levels, with the following exceptions. Credit shall be limited to eight (8) years on the certified levels for new employees hired as Teacher Consultants. Additionally, if the District can show that there is a shortage of certified and qualified applicants and additional steps are necessary to successfully hire an employee, credit up to eight years may be considered on a case by case basis.

- C. Performance Incentive. Teachers and teacher consultants may be eligible for a performance based bonus, pursuant to Board policy.
- D. Substitute Pay. When substituting for a teacher, a paraprofessional shall be paid one and one-half (1.5) his/her per diem rate of pay, not to exceed Level 1, Step 5 of the current certified salary schedule.
- E. Pay Periods. Salaries and wages will be paid twice per month, on the 8th and 23rd, and shall be in twenty four (24) equal installments, unless prior to August 1 (or the first day of an assignment, if later), written request is made for twenty (20) equal payments. If the semi-monthly pay day falls on a weekend, the payments will be made on the Friday immediately preceding the scheduled pay date.
- F. Extended Year Salaries. Summer or extended year salaries shall be computed using the calculated hourly rate for all hours scheduled in the summer or extended assignment.
- G. Fringe Benefits. Fringe benefits shall be provided as set forth in Appendix B.
- H. Notification. Employees shall be informed of their placement on the salary schedule in one of the following ways:
 - 1. If issued a contract, step and level will be indicated on the contract.
 - 2. If not issued a contract, step and level will be given in writing prior to the end of the school year.
- I. Length of Work Year.
 - 1. The Association and the Board agree to follow the school calendars recommended by the County-Wide Calendar Committee. Effective for the 2015-16 academic year, there shall be up to one hundred eighty-six (186) staff days, except that the extended mandated summer programs shall have up to two hundred twelve (212) staff days and be in compliance with the school district's special education plan. The summer schedule will provide staff with at least one calendar week off in both July and August.
 - 2. Employees assigned to programs with a one hundred eighty-six (186) day calendar that does not follow the regular county-wide academic year calendar will be provided a copy of the work year calendar on or before June 1 of the previous school year, unless such notice is dependent on another district taking action.
- J. Behavior Support Extra Duty Compensation. Behavior support duties following the end of the school day will be posted for interest, and may be restricted to staff in the affected building. The assignment will generally require an additional hour of work, but may extend longer if needed because of transportation requirements. Employees will submit their time using the time sheet

process. Employees performing the assignment will be paid their regular hourly rate, up to a maximum of \$35.00 per hour worked. Non-salaried staff are eligible for overtime compensation for hours worked over forty during the work week.

- K. Longevity. Employees who are actively employed (i.e., on paid status) on the last day of the regular school year with 15 or more years of service on that date will receive an annual longevity payment of an additional \$600. Employees with 15 or more years of service who work part-time during that year will receive 50% of the full time employee longevity payment. Unpaid leave periods of more than one-half of a school year may be subtracted from an employee's service total for this purpose.
- L. Compensation for Early Notice of Retirement. A bargaining unit member who retires under the Michigan Public School Employees Retirement System with fifteen (15) years of service with the employer is eligible to receive \$5,000 in compensation at retirement if the following conditions are met:

The employee gives written notice of intent to retire at the end of the employee's following school year. The notice is provided no later than June 30 of the school year prior to retirement. ("school year end" for the year of retirement will be interpreted as June 30 unless the employee's assignment includes working the summer program as described in Article VII, in which case "school year end" will be interpreted as the last day of the summer program. However, employees who are assigned to work the summer program will not be absent from that assignment more than three work days to be eligible for the compensation.) The employee retires pursuant to the notice provided.

Employees who provide written notice of retirement by January 31, 2021, to be effective on June 30, 2021 or at the end of the 2021 summer program, if applicable to the employee's assignment, will be eligible to receive two thousand dollars (\$2,000).

Employees who provide written notice by June 30, 2023 of retirement at the end of their school year in 2024, following the end of this contract term, are eligible for the compensation.

Employees who have provided notice pursuant to this section retain the right to withdraw their written notice of retirement prior to March 1 of the intended final school year.

This compensation shall only continue into the term of any succeeding agreement if it is bargained and ratified by the parties.

ARTICLE XI

Seniority, Layoff and Recall Rights

- A. Seniority. 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, and employees who return to work from the leave shall be credited with accrued seniority for up to one year of the leave period. Employees who are laid off and return to work following recall, shall be credited with accrued seniority for the term of the layoff period, to the maximum of three years. Employees who transfer to a district position outside the bargaining unit, and return to a unit position will be credited upon their return with the seniority accrued before they left the bargaining unit. After a separation of employment from the district or after three years on lay-off status, an employee returning to work for the district will be treated as a new hire for seniority purposes.

The District shall prepare and present to the Association a current seniority list of bargaining unit members by October 15 of each year. Accompanying the name of each employee on the list shall

be the date of last hire and each employee's State Department of Education certification and full approval area(s). Employees with the same date of hire shall have their seniority determined as follows:

New employees with the same date of hire shall have their ranking determined by participation in a drawing of the name of each employee with the same date of hire. The first name drawn shall appear first on the list. The Association and employees affected will be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place that will reasonably allow affected employees and the Association representatives to attend.

However, a Teacher Assistant's seniority will not transfer to the Teacher Assistant/LPN category unless such employee has the prerequisite qualifications.

- B. Teacher Layoff and Recall. State law and board policy supersede the terms of this Agreement as to layoff and recall of teacher staff.
- C. Staff Reduction. In the event it becomes necessary to reduce the number of employees, the Board shall determine which services are to be curtailed or eliminated, taking into consideration the need for services requested by constituent schools and other referral agencies, the financial resources available and the total student population to be served.

The District recognizes its employees as valuable resources. However, it is recognized that it may be necessary to reduce the level of services which may require the reduction of personnel.

- D. Layoff. The Board shall specify, within services designated to be curtailed, the number of positions to be eliminated.
 - 1. In the event staff reduction in non-teaching positions is necessary, employees with one (1) year or less experience with the District shall be first laid off, unless a qualified (non-probationary) employee is not available.
 - 2. If further reduction is necessary, then employees may be laid off within the specific service area being reduced. Employees with the most seniority and appropriate, valid State Board of Education certification and full approval for the position may be retained. To be qualified for continued employment, a retained non-teaching employee shall also have had work experience in the full approval area in the position to which he/she is reassigned.
 - 3. Work experience for purposes of this Article XI shall be defined as a minimum of one (1) school year's work in any legally recognized public school or any institution or organization requiring State of Michigan certification in the approval area for which employed. State certification and/or full approval regulations shall be followed.
- E. Notice. Whenever possible, notice of probable discontinuance of service shall be given to the non-teaching employee sixty (60) days prior to the end of the current year. Should staff reduction be necessary during the school year, the affected non-teaching employee shall receive at least thirty (30) days' notice prior to the effective date of layoff.
- F. Recall. When a non-teaching service is restored by the Board, employees on layoff shall be recalled in reverse order of layoff, provided the employee has State Department of Education certification and full approval, (and has worked at least one (1) school year in the area of the vacancy). No new employees shall be employed by the Board while there are employees who are certified and fully approved, and have worked at least one (1) school year in the area of the vacancy.

- G. Employees assigned to schools, who for reason of strikes or work stoppage or withholding of services are not in session, shall be reassigned by the Director of Special Education.
- H. Recall Notice. The Board shall give written notice of recall from layoff by sending a certified letter to the employee, with a copy to the Bargaining Unit President and Uniserv Director. The employee shall respond to the notice of recall within five (5) calendar days of receipt. Refusal of acceptance by an employee laid off from a full-time position of a position that is half-time or less shall not affect an employee's recall rights to a full-time position.
- I. Teacher Assistants. For purposes of layoff and recall, teacher assistants shall be treated as a total group in that the teacher assistants with the greatest seniority shall be retained, except a physical therapy assistant and LPN may replace a junior teacher assistant in another area, but a senior teacher assistant may not replace a junior physical therapy assistant or LPN in an assignment for which that certification/license is required, unless the senior teacher assistant has a valid State of Michigan certification and work experience as defined for certified staff.
- J. Recall List. Non-teacher bargaining unit members will remain on the recall list for the lesser of three (3) years from the effective date of layoff, or the duration of their employment in the unit position prior to layoff.

ARTICLE XII Paraprofessional Qualifications and Expectations

- A. Legal Requirements. Paraprofessional employees shall meet and maintain the legal requirements of the School Code of 1976, as amended, and State Department of Education Rules (R 340.1701, et seq.), and such other enabling legislation as is applicable to the operation of the Intermediate School District.
- B. Probation. A beginning paraprofessional employee shall complete a satisfactory probationary period of one (1) year. During this period said employee is subject to dismissal at the discretion of the Board. Upon completion of probationary period the paraprofessional employee may grieve his/her dismissal.
- C. Job Expectations. The Board shall make every reasonable effort to clarify job expectations for paraprofessionals through the use of orientation sessions, individual conference, and written job descriptions where applicable.

ARTICLE XIII Employee Improvement

- A. Professional Dues. The Board at its discretion may reimburse employees for professional dues up to a maximum of fifty dollars (\$50.00) per person, per year, provided that such organization(s) is directly related to the employee's field of instruction or assignment. Membership in the J.I.E.A., the M.E.A., and the N.E.A. shall not be reimbursable.
- B. Training Reimbursement. Expenses for the attendance at workshops, conferences and in-service training sessions will be approved for reimbursement in accordance with the criteria listed below:
 - 1. An amount equivalent to two hundred dollars (\$200.00) per professional staff member and one hundred dollars (\$100.00) per non-certified staff member shall be budgeted each school year, provided the financial resources are available as determined by the Board.

Travel to conferences beyond a 150 mile radius shall not be charged against the amounts provided in Section B, and shall be reimbursed separate therefrom.

2. Application for the use of such monies shall be made directly to the Director of Special Education or designee.
 3. Requests for funds under Sections A and B above shall not be withheld, provided financial resources are available, the request relates to the employee's professional work, and the attendance at workshops, conferences, and in-service training sessions under Section B will not cause serious problems for the employee's program.
- C. Professional Business Days. Professional business days may be used for any educational purpose with the approval of the Director of Special Education. The employee planning to use a professional business day shall notify his/her immediate supervisor at least one (1) week in advance of the requested absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; and (2) approved conferences, workshops, or seminars. The employee may be requested to file a written report, within one (1) week of attendance at such visitation, conference, workshop or seminar. Employees will also report the absence from his/her regular assignment in the absence reporting system.
- D. Prepayment of 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 School Board one (1) month in advance. The School Board shall authorize prepayment for transportation, meals, lodging and registration fees. A statement of actual costs, accompanied by receipts, shall be submitted with the next expense voucher so that any difference between the estimated cost advanced and actual expenditure can be corrected.

ARTICLE XIV Grievance Procedure

- A. Definition. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association, 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. Exclusions. Matters to be excluded from consideration under the grievance procedure set forth in this Agreement are as follows:
1. The termination of a probationary or tenured employee.
 2. The refusal of the Board to re-assign an employee.
 3. The evaluator's subjective assessment of an employee's performance.
 4. Any grievance for which redress is applied for under the Tenure Act.
- C. Time Limits. All time limits herein shall consist of school days during the school year and school 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. Any employee or the Association who believes he/she has a grievance shall begin by informally discussing the matter with his/her immediate supervisor or designee within ten (10) school days of its occurrence with the object of informally resolving the matter.
2. Level I (Immediate Supervisor). If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his/her immediate supervisor within five (5) school days after such informal discussion. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and immediate supervisor (together with the Director of Special Education or designee, if either is not the employee's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof 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) days. At this point, the Superintendent or designee shall:
 - a. Attempt to resolve the grievance by meeting, within five (5) days of receipt of the appeal, with appropriate persons and/or employees. A written answer to the grievance shall be given to the Association within five (5) days of such meeting; or
 - b. Within five (5) 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 consideration 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 to the Association.
5. Level IV (Arbitration). 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) 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.
 - a. Expedited Arbitration. In the event that a grievance arises which requires a speedy resolution, the parties may mutually elect, at Level III of this procedure, to appeal the grievance to arbitration under the American Arbitration Association rules for expedited arbitration.
 - b. Binding Arbitration. The arbitrator shall hear the grievance and render the decision within thirty (30) days from the close of the hearing, setting forth in writing the 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. Power of Arbitrator. 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 form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV, Public Acts, Extra Session, of 1937 of Michigan, as amended).
- E. Individual Complaints. If any individual employee has a personal complaint and desires to discuss the complaint with his/her immediate supervisor, the employee is free to do so without pursuing this grievance procedure.
- F. An individual employee who wishes to drop a grievance may do so without interference from the Association.

ARTICLE XV

Miscellaneous Provisions

- A. Zipper Clause. This Agreement shall constitute the full and complete commitments between both the 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. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- C. Except as provided by law, 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.
- D. Right to Hearing. If an employee feels adequate disposition has not taken place on matters that are not subject to the grievance procedures, the employee may request a hearing before the Board and may be accompanied by Association representation.
- E. Reimbursement for Travel and Other Reimbursable Costs.
1. Mileage to be Counted
 - a. Itinerant Personnel. Beginning August 15, 2009, reimbursed employee mileage will begin at the school building closest to the employee's home in which the employee serves a student or students at least one time weekly as determined by IEP, or the building (including the Kratz Education Center) closest to the employee's home where the employee's duties dictate a weekly visit. Employees will be reimbursed for those additional miles at the rate established in this Article. The same procedure applies for returning from work to home. Reimbursed mileage will end at the building closest to the employee's home in which the employee serves a student or students at least one time weekly as determined by IEP, or the building closest to the employee's home where the employee's duties dictate a weekly visit.
 - b. Personnel Assigned to One Building. These employees shall not be reimbursed for mileage between their home and work assignments.
 2. Rate. Mileage reimbursement shall be at the current IRS rate.
 3. Record Keeping. Mileage, other eligible travel expenses and all other reimbursable expenses shall be submitted on the official voucher form, approved by the employee's administrator, and received in the business office no later than 60 calendar days after the date for which reimbursement is claimed. (It is recommended that employees submit their records to their supervisor within 45 days to ensure administrative approval and submission for payment by the 60 day deadline.) All vouchers will be approved by the employee's immediate supervisor. Travel expense claims filed with the business office after the 60 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.
 4. Board Assigned Vehicles. 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.
- F. Substitutes. Substitutes may be placed in a bargaining unit position when a unit member is unable to perform his/her duties. The Employer will consult with the Association prior to substitute placement for any other reason.
- G. 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.

- H. 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 this 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. The reservation of right does not include challenging the Employer relative to this issue.]

ARTICLE XVI Continuity of Operation

- A. Continued Operation. Both parties recognize the desirability of continuous operation of the instructional program during the normal school year and the avoidance of disputes which threaten to interfere with such operation.
- B. No Strike Clause. The Association agrees it will not engage in or assist in any strike as defined by Section 1 of the Public Employment Relations Act.
- C. Unfair Labor Practices. The parties agree they will not engage in any unfair labor practice as defined by Section 10 of the Public Employment Relations Act.

ARTICLE XVII Joint Instructional Policies Advisory Council for Special Education

- A. There is hereby established a Joint Instructional Policies Advisory Council for Special Education consisting of three (3) representatives of the Association appointed by the President of the Association with the approval of the Executive Board and three (3) representatives of the Board of Education appointed by the Director of Special Education. Co-chairman shall be selected at the first session and alternate duties as chair-person.

The Council shall meet at the request of the President of the Association or the Director of Special Education during the regular school day on Friday and advise the Board and the Association on mutually agreed upon subjects relating to the delivery of Special Education programs, services and staffing for delivery of services.


- B. The Joint Instructional Policies Advisory Council may appoint such joint professional studies subcommittees as are deemed necessary.

ARTICLE XVIII
Duration of Agreement

- A. This Agreement shall be in effect and full force on January 1, 2021 and shall continue in effect through December 31, 2023. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. 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 the 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.
- C. No other organization may ask for exclusive bargaining rights during the fixed duration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their representatives on this 23rd day of December 2020.


JACKSON COUNTY EDUCATION ASSOCIATION

By: 

Brittany O'Rourke, President
Jackson Intermediate
Education Association

By: 

Milt Rehberg
MEA Uniserv Director

By: 

Melissa Anderson
JCEA President

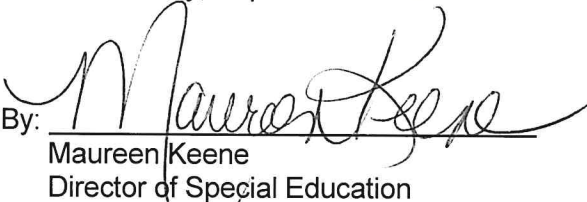
BOARD OF EDUCATION, JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

By: 

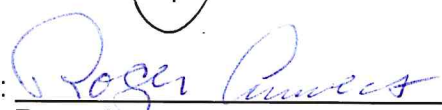
David Salsbury, Board President
Jackson County Intermediate School
District

By: 

Kevin Oxley, Superintendent

By: 

Maureen Keene
Director of Special Education

By: 

Roger Auwers
Director of Finance & Operations

By: 

Catherine Mc. Brechtelsbauer
Director of Human Resources

APPENDIX A1
Special Education Salary Schedule
2021-2022

Step Increases for all classifications.
\$.20/hour Increase for all Non-Certified/TA classifications.
0.5% increase for all Certified classifications.

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	Teaching Assistant Level 1	Level 1 Hourly	TA/LPN, TA/Interp Level 2*	Level 2 Hourly	TA/LPN, TA/Interp Level 3*	Level 3 Hourly	Physical Therapist Assistant	PTA Hourly
1	\$18,983	\$15.12	\$23,817	\$18.97	\$26,328	\$20.97	\$32,430	\$25.83
2	\$20,276	\$16.15	\$25,474	\$20.29	\$28,437	\$22.65	\$34,740	\$27.67
3	\$21,582	\$17.19	\$27,144	\$21.62	\$30,559	\$24.34	\$37,062	\$29.52
4	\$22,875	\$18.22	\$28,789	\$22.93	\$32,668	\$26.02	\$39,385	\$31.37
5	\$24,445	\$19.47	\$30,797	\$24.53	\$34,777	\$27.70	\$41,708	\$33.22
6	\$25,939	\$20.66	\$32,304	\$25.73	\$37,326	\$29.73	\$44,445	\$35.40

***Hired on or after February 13, 2007:**

TA Level 1: Teacher Assistant

TA Level 2: TA/LPN & TA/Interpreter (certified/licensed with 30 Semester Hours of Undergraduate Work) and TAs with an Associates degree (or equivalent credits) related to the classification held, effective for 2018-19.

TA Level 3: TA/LPN & TA/Interpreter (certified/licensed with 60 Semester Hours of Undergraduate Work)

***Hired before February 13, 2007:**

TA Level 1: High School Graduate

TA Level 2: TA (30 Semester Hours of Undergraduate Work)

TA Level 3: TA (60 Semester Hours of Undergraduate Work)

TA Interpreters: TA Interpreters with an Educational Interpreter Performance Assesemnt Score of 4.0 or higher will be paid \$3.00 more than Level 3, Step 5, effective beginning with the pay period following submission of proof. TA Interpreters with a National Interpreter Certification will be paid \$3.00 per hour more than Level 3, Step 6, effective beginning with the pay period following submission of proof. To maintain the higher rate of compensation, the Interpreter Assistant must maintain the qualification.

CERTIFIED

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	\$48,300	\$52,025	\$55,520	\$58,581	\$61,691
2	\$50,912	\$55,006	\$58,640	\$61,866	\$65,203
3	\$53,535	\$57,991	\$61,745	\$65,153	\$68,713
4	\$56,153	\$61,052	\$64,861	\$68,453	\$72,225
5	\$58,766	\$64,100	\$67,976	\$71,729	\$75,733
6	\$61,389	\$66,930	\$71,088	\$75,012	\$79,246
7	\$64,010	\$69,918	\$74,195	\$78,300	\$82,751
8	\$66,627	\$72,898	\$77,306	\$81,597	\$86,265
9	\$69,249	\$75,883	\$80,423	\$84,879	\$89,768
10	\$71,861	\$78,856	\$83,534	\$88,169	\$93,281
11	\$74,486	\$81,844	\$86,649	\$91,459	\$96,793

Certified Level 1: Bachelor's Degree

Certified Level 2: Master's Degree or 30 Semester Hours of Graduate Work

Certified Level 3: 60 Semester Hours of Graduate Work

Certified Level 4: 90 Semester Hours of Graduate Work

Certified Level 5: Doctorate.

Mentor Stipend: \$400

Note: Effective July 1, 2012, an employee is eligible for salary level changes based on additional education only if the additional education is relevant to a special education assignment or potential next promotion within the school district but outside the bargaining unit.

Employees who are eligible for a lane change on the salary schedule and who submit the required documentation to Human Resources no later than October 1, will be eligible for the increased compensation for that entire contract year. All lane change requests will be processed for payment within three pay periods of October 1.

APPENDIX A2
Special Education Salary Schedule
2022-2023

Step Increases for all classifications.
\$.20/hour Increase for all Non-Certified/TA classifications.
1.25% increase for all Certified classifications.

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	Teaching Assistant Level 1	Level 1 Hourly	TA/LPN, TA/Interp Level 2*	Level 2 Hourly	TA/LPN, TA/Interp Level 3*	Level 3 Hourly	Physical Therapist Assistant	PTA Hourly
1	\$19,234	\$15.32	\$24,068	\$19.17	\$26,579	\$21.17	\$32,681	\$26.03
2	\$20,527	\$16.35	\$25,725	\$20.49	\$28,688	\$22.85	\$34,991	\$27.87
3	\$21,833	\$17.39	\$27,395	\$21.82	\$30,810	\$24.54	\$37,313	\$29.72
4	\$23,126	\$18.42	\$29,040	\$23.13	\$32,919	\$26.22	\$39,636	\$31.57
5	\$24,696	\$19.67	\$31,049	\$24.73	\$35,028	\$27.90	\$41,959	\$33.42
6	\$26,190	\$20.86	\$32,555	\$25.93	\$37,577	\$29.93	\$44,696	\$35.60

***Hired on or after February 13, 2007:**

TA Level 1: Teacher Assistant

TA Level 2: TA/LPN & TA/Interpreter (certified/licensed with 30 Semester Hours of Undergraduate Work) and TAs with an Associates degree (or equivalent credits) related to the classification held, effective for 2018-19.

TA Level 3: TA/LPN & TA/Interpreter (certified/licensed with 60 Semester Hours of Undergraduate Work)

***Hired before February 13, 2007:**

TA Level 1: High School Graduate

TA Level 2: TA (30 Semester Hours of Undergraduate Work)

TA Level 3: TA (60 Semester Hours of Undergraduate Work)

TA Interpreters: TA Interpreters with an Educational Interpreter Performance Assesemnt Score of 4.0 or higher will be paid \$3.00 more than Level 3, Step 5, effective beginning with the pay period following submission of proof. TA Interpreters with a National Interpreter Certification will be paid \$3.00 per hour more than Level 3, Step 6, effective beginning with the pay period following submission of proof. To maintain the higher rate of compensation, the Interpreter Assistant must maintain the qualification.

CERTIFIED

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	\$48,904	\$52,675	\$56,214	\$59,314	\$62,462
2	\$51,549	\$55,693	\$59,373	\$62,639	\$66,018
3	\$54,205	\$58,715	\$62,517	\$65,968	\$69,572
4	\$56,855	\$61,815	\$65,671	\$69,308	\$73,128
5	\$59,501	\$64,901	\$68,826	\$72,625	\$76,679
6	\$62,157	\$67,767	\$71,976	\$75,950	\$80,237
7	\$64,811	\$70,792	\$75,123	\$79,278	\$83,785
8	\$67,460	\$73,809	\$78,272	\$82,617	\$87,343
9	\$70,114	\$76,831	\$81,428	\$85,940	\$90,890
10	\$72,759	\$79,842	\$84,578	\$89,271	\$94,447
11	\$75,417	\$82,867	\$87,732	\$92,602	\$98,002

Certified Level 1: Bachelor's Degree

Certified Level 2: Master's Degree or 30 Semester Hours of Graduate Work

Certified Level 3: 60 Semester Hours of Graduate Work

Certified Level 4: 90 Semester Hours of Graduate Work

Certified Level 5: Doctorate.

Mentor Stipend: \$400

Employees who are eligible for a lane change on the salary schedule and who submit the required documentation to Human Resources no later than October 1, will be eligible for the increased compensation for that entire contract year. All lane change requests will be processed for payment within three pay periods of October 1.

Note: Effective July 1, 2012, an employee is eligible for salary level changes based on additional education only if the additional education is relevant to a special education assignment or potential next promotion within the school district but outside the bargaining unit.

APPENDIX A3
Special Education Salary Schedule
2023-2024

Step Increases for all classifications.
\$.20/hour Increase for all Non-Certified/TA classifications.
1.5% increase for all Certified classifications

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	Teaching Assistant Level 1	Level 1 Hourly	TA/LPN, TA/Interp Level 2*	Level 2 Hourly	TA/LPN, TA/Interp Level 3*	Level 3 Hourly	Physical Therapist Assistant	PTA Hourly
1	\$19,485	\$15.52	\$24,319	\$19.37	\$26,830	\$21.37	\$32,932	\$26.23
2	\$20,779	\$16.55	\$25,976	\$20.69	\$28,939	\$23.05	\$35,242	\$28.07
3	\$22,084	\$17.59	\$27,646	\$22.02	\$31,061	\$24.74	\$37,565	\$29.92
4	\$23,377	\$18.62	\$29,291	\$23.33	\$33,170	\$26.42	\$39,887	\$31.77
5	\$24,947	\$19.87	\$31,300	\$24.93	\$35,280	\$28.10	\$42,210	\$33.62
6	\$26,441	\$21.06	\$32,806	\$26.13	\$37,828	\$30.13	\$44,947	\$35.80

***Hired on or after February 13, 2007:**

TA Level 1: Teacher Assistant

TA Level 2: TA/LPN & TA/Interpreter (certified/licensed with 30 Semester Hours of Undergraduate Work) and TAs with an Associates degree (or equivalent credits) related to the classification held, effective for 2018-19.

TA Level 3: TA/LPN & TA/Interpreter (certified/licensed with 60 Semester Hours of Undergraduate Work)

***Hired before February 13, 2007:**

TA Level 1: High School Graduate

TA Level 2: TA (30 Semester Hours of Undergraduate Work)

TA Level 3: TA (60 Semester Hours of Undergraduate Work)

TA Interpreters: TA Interpreters with an Educational Interpreter Performance Assesemnt Score of 4.0 or higher will be paid \$3.00 more than Level 3, Step 5, effective beginning with the pay period following submission of proof. TA Interpreters with a National Interpreter Certification will be paid \$3.00 per hour more than Level 3, Step 6, effective beginning with the pay period following submission of proof. To maintain the higher rate of compensation, the Interpreter Assistant must maintain the qualification.

CERTIFIED

Step	Level 1	Level 2	Level 3	Level 4	Level 5
1	\$49,638	\$53,465	\$57,057	\$60,203	\$63,399
2	\$52,322	\$56,529	\$60,263	\$63,579	\$67,009
3	\$55,018	\$59,596	\$63,455	\$66,957	\$70,615
4	\$57,708	\$62,742	\$66,657	\$70,348	\$74,225
5	\$60,393	\$65,875	\$69,858	\$73,715	\$77,830
6	\$63,089	\$68,783	\$73,056	\$77,089	\$81,440
7	\$65,783	\$71,854	\$76,249	\$80,467	\$85,042
8	\$68,472	\$74,916	\$79,446	\$83,856	\$88,654
9	\$71,166	\$77,984	\$82,650	\$87,229	\$92,253
10	\$73,850	\$81,040	\$85,846	\$90,610	\$95,864
11	\$76,548	\$84,110	\$89,048	\$93,991	\$99,472

Certified Level 1: Bachelor's Degree

Certified Level 2: Master's Degree or 30 Semester Hours of Graduate Work

Certified Level 3: 60 Semester Hours of Graduate Work

Certified Level 4: 90 Semester Hours of Graduate Work

Certified Level 5: Doctorate.

Mentor Stipend: \$400

Employees who are eligible for a lane change on the salary schedule and who submit the required documentation to Human Resources no later than October 1, will be eligible for the increased compensation for that entire contract year. All lane change requests will be processed for payment within three pay periods of October 1.

Note: Effective July 1, 2012, an employee is eligible for salary level changes based on additional education only if the additional education is relevant to a special education assignment or potential next promotion within the school district but outside the bargaining unit.

APPENDIX B FRINGE BENEFITS

The maximum anticipated Board contribution for health insurance for 2021 is limited to a formula that allows \$7,043.89 for single, \$14,730.96 for 2-person, and \$19,210.66 for family health insurance. The Board will increase its health insurance premium contribution to the published "hard cap" amount in January of each year during the term of the current Agreement. (Public Act 152 of 2011)

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.

The Board will provide the following plan options, effective January 1, 2021:

A. Health Insurance Options: For those employees electing health insurance for 2021, 2022 and 2023:

1. Health Insurance Option 1 (MESSA Pak A):
 - MESSA Choices II
 - In-Network Deductibles \$500/\$1000
 - Out-of-Network \$1000/\$2000
 - 20% Co-Insurance
 - Office Visit Co-pay \$20; Urgent Care \$25; Emergency Room \$50, after deductibles
 - Saver RX (\$10/\$40) after deductibles
 - Rider: Adult Immunizations
 - Maximum Out of Pocket, In Network: \$2500/\$5000

2. Health Insurance Option 2 (MESSA Pak C):
 - MESSA ABC 1 with Health Savings Account (HSA)
 - In Network Deductibles: \$1400/\$2800
 - Out of Network Deductibles: \$2800/\$5600
 - 0% Co-Insurance In Network; 20% Out of Network
 - RX after deductibles: \$10/\$40
 - Maximum Out of Pocket, In Network: \$2400/\$4800

3. Health Insurance Option 3 (MESSA Pak E):
 - MESSA ABC 1 with Health Savings Account (HSA)
 - In Network Deductibles: \$1400/\$2800
 - Out of Network Deductibles: \$2800/\$5600
 - 20% Co-Insurance In Network
 - RX after deductibles: \$10/\$40
 - Maximum Out of Pocket, In Network: \$3400/\$6800

3. Long Term Disability Insurance
 - 66-2/3% of salary
 - 90 calendar days modified fill
 - \$4,600 maximum
 - Freeze on offsets
 - Alcoholism/drug addiction - 2 years
 - Mental/nervous same as any other illness

4. Delta Dental
 - Class I 80%
 - Class II 80%
 - Class III 80%
 - Annual Max \$2000
 - Class IV 80%
 - Lifetime Max \$1000
5. Vision Insurance - VSP 2 Silver
6. Term Life Insurance - \$40,000
 - AD&D - \$40,000
7. The Employer shall formally adopt a qualified plan document which complies with Section 125 of the Internal Revenue Code, which shall include a flexible spending plan.
8. Insurance Premium Contribution paid by employee each pay (24 pays/year) for 2021:

	Option 1	Option 2	Option 3
	<u>MESSA Pak A</u>	<u>MESSA Pak C</u>	<u>MESSA Pak E</u>
1 person	\$ 59.69	\$ 54.83	\$ 22.50
2 persons	\$170.94	\$169.01	\$ 96.28
Full family	\$175.92	\$173.52	\$ 83.01

During September 2021, the parties will meet regarding health insurance options to be offered during 2022. No more than three (3) health insurance options will be offered during 2022 and 2023. One of the options made available will meet the "affordability test" of the federal health care law.

B. Pak B: For those employees *not* electing health insurance:

1. \$200 per month cash option in lieu of health insurance
 NOTE: The amount of cash in lieu of health insurance will increase if the number of bargaining unit members electing this option increases during open enrollment, as follows:

At least 40 elect the option	\$250 per month
At least 42 elect the option	\$300 per month
At least 45 elect the option	\$350 per month
At least 49 elect the option	\$400 per month
2. Benefits other than health insurance: Same as Section A, 3-7, above.
3. Any employee who for any reason retains comparable group health insurance coverage from any source other than the health insurance provided by virtue of this agreement shall be ineligible and shall otherwise not receive the health insurance provided herein, unless the coverage from any source requires the employee to participate in such coverage. The employee may select pak B. Every employee shall annually verify in writing the existence or non-existence of any such outside group health insurance coverage

C. Less than Full Time. The above benefits for less than full-time employees, but half-time or more, shall be prorated for employees who have prorated benefits on December 31, 2014. For example, a half-time employee would receive one-half benefits of a full-time employee. Employees who begin a new assignment that is less than full-time, but at least an average of thirty (30) hours per week for at least the academic year, will be eligible for the Option 4 (Pak E) single subscriber health

insurance benefit only. These employees are eligible for single subscriber dental, vision, LTD and life insurance benefits. These employees are not eligible for the Pak B cash benefit. They are eligible to choose to pay the differential cost to enroll dependents in the employee's health insurance plan.

Less than full-time employees who were *not expected* to work an average of 30 hours per week, *but did* work an average of at least 30 hours during the previous measurement period, and are not now working in a regular position with a standard schedule of at least 30 hours per week, will be eligible for the option 4 single subscriber health insurance benefit described above for the one year benefit stabilization period.

D. Employee Premium Payments. The Employer shall be authorized to deduct the cost of the employee's prorated share of the cost of benefits from the Employee's wages. Employees less than half-time are not eligible for benefits.

E. Bid-Out. The Board reserves the right to select the insurance carrier to provide benefits equivalent to those specified in Pak A and B. This provision will be effective at the conclusion of this agreement.

Prior to any changes in insurance carriers, the Board will provide the Association with the opportunity for consultative input.

F. Dual Coverage. Where spouses are both employed by the Jackson County Intermediate School District, one (1) employee shall select Pak A and the other employee shall select Pak B.

G. Beneficiary Policy. One Thousand Dollars (\$1,000.00) 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 (Options 1 - 4) 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.)

H. State or Federal Health Insurance Plan. 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.

I. Employee Assistance Plan. The Employer will offer an Employee Assistance Plan to assist employees and their eligible family members with short term psychological and emotional difficulties. Employees and family members who use the program voluntarily are assured of confidentiality. [Please note, however, that the employer may use the same provider for mandated referrals related to an employee's job performance.]

LETTER OF UNDERSTANDING JCISD/JIEA DISCIPLINE INVESTIGATION PROCEDURES

The Employer and the Association recognize the concept of progressive discipline and, where corrective action is needed, the need to notify the employee in writing of alleged problems, the expected correction and a reasonable amount of time for correction. The parties also know that changes in the Teacher Tenure Act, the Revised School Code and the Public Employment Relations Act impact the manner in which this policy will be applied to teachers.

All information forming the basis for discipline will be made available to the employee and the Association. No non-teacher employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Effective July 1, 2012, the law requires that disciplinary action taken for teachers cannot be for a reason that is arbitrary or capricious.

Any complaint made against an employee by any parent, student, or other person shall be called to the attention of the employee within ten days after receiving said complaint if it is to be used as the basis for any reprimand, discipline, or discharge.

The JCISD and JIEA/JCEA wish to work as a team to help any employee through a problem that affects the employee and/or others in the work environment.

1. If the Employer feels that the problem may involve formal discipline, i.e., written reprimand or more severe disciplinary action, the following procedure will be followed:
 - a. The Employer will verbally notify the employee of a possible problem, summarizing the nature of the problem and schedule an investigatory meeting.
 - b. The Employer will notify the JIEA president or designee of the scheduled meeting and the nature of the problem if the employee concurs.
 - c. The Employer will remind the employee that he/she has the right to Association representation at the meeting or at any time during the process, if the employee comes to the meeting without Association representation.
 - d. Following the meeting, where the employee has elected Association representation, further investigatory actions, where needed, will be discussed by the Employer and the Association. The ideas and concerns of the Association will be taken under advisement by the Employer. The Employer will give the Association prior notice of any further investigatory action and the Association will be invited to be present.
 - e. Should the Association representative feel that he/she is unable to fairly represent the employee, his/her request to adjourn the meeting will be honored. The Association, the employee and the Employer will not discuss the problem with anyone while the investigation is adjourned. However, the Employer and the Association may confidentially inform their respective Boards of the problem. The adjournment will not exceed twenty-four (24) hours, excluding weekends and holidays.
 - f. Following the completion of the investigation, the Employer will adjourn to reflect on the information gathered to determine any further action to be taken.
 - g. If corrective action is needed, the Employer will review the plan for corrective action with the employee and the Association, where the employee has elected Association

representation. Any concerns presented by the Association will be taken under advisement by the Employer.

- h. If the Association presents concerns about the corrective action plan for the employee, the Employer will adjourn to consider them and make a final decision.
- i. Following the above, the employee will be counseled by the Employer, with Association representation at the election of the employee.

2. In situations involving alleged child abuse, the following steps will be taken:

- a. The Employer will verbally notify the employee of a possible problem, summarizing the nature of the problem and schedule an investigatory meeting.
- b. The Employer will notify the JIEA president or designee of the scheduled meeting and the nature of the problem if the employee concurs. Information that has been presented to the Employer will be shared with the Association president and the parties will discuss further preliminary investigatory action to be taken. The sources of the information will not be shared with anyone else unless the Employer and the Association have determined that the allegation does not reasonably indicate child abuse or the procedures in section 2 are to be followed as indicated below. However, the Employer and the Association may confidentially inform their respective Boards of the problem.
- c. The Employer will remind the employee that he/she has the right to Association representation at the meeting or at any time during the process, if the employee comes to the meeting without Association representation.
- d. After the above is completed, the Employer and the Association will discuss if the situation warrants taking one of the following steps:
 - (1) If the allegation does not indicate child abuse and formal disciplinary action may result, the JCISD/JIEA discipline investigation procedures in section 1 will be followed.
 - (2) If the allegation does indicate child abuse, information on the reporting of child abuse to the Department of Social Services will be presented to the person making the allegations. If there is a concern for the safety of students, the employee may be reassigned or suspended with or without pay, unless restricted by law or this Agreement, until the investigation is completed. Disciplinary action may follow the investigation by the Department of Social Services, where warranted:
 - (a) If the Department of Social Services does not investigate the allegation or determines that the situation does not involve child abuse, but it is felt that the situation may warrant further investigation by the Employer, the procedures under section 1 will be followed.
 - (b) Where the employee was suspended without pay and the investigations does not result in disciplinary action, the employee will be reinstated with reimbursement of lost wages.

Sincerely,

Joyce Graham
Director of Special Education

NOTE: Originally negotiated
in the 1996-97 Agreement;
Revised 7/1/12.

LETTER OF UNDERSTANDING
ADDRESSING CONCERNS RELATED TO TERMS AND CONDITIONS OF EMPLOYMENT
NOT ADDRESSED IN THE LABOR AGREEMENT
July 1, 2012

During negotiations for the 2012-14 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.

JACKSON COUNTY EDUCATION ASSOCIATION

By: _____
Karen Sullivan JCEA President
JIEA President

By: _____
Sarah Taylor
Bargaining Team Member

By: _____
Martha Tyler
Bargaining Team Member

By: _____
Marcy Hartung
MEA Uniserv Director

JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

By: _____
Kevin Oxley
JCISD Superintendent

By: _____
Richard Rendell, JCISD
Director of Special Education

By: _____
Roger Auwers
Director of Finance

By: _____
Catherine Mc. Brechtelsbauer
Director of Human Resources

**Letter of Agreement Between
Jackson County Intermediate School District
And Jackson Intermediate Education Association/JCEA/MEA/NEA**

Re: Compensation Related to Teacher Evaluations

The Jackson County Intermediate School District (JCISD) and the Jackson Intermediate Education Association (JIEA) are parties to a collective bargaining agreement covering special education teachers. That collective bargaining agreement is effective January 1, 2018 through December 31, 2020. The parties agree to amend the collective bargaining agreement to comply with section 164h of the Revised School Code, MCL 388.164h, as follows:

The compensation previously adopted by the Jackson County Intermediate School District Board of Education for teachers who are rated as “highly effective” is mutually adopted to comply with the State School Aid Act, MCL 388.16h(1)(d), effective January 1, 2018. Specifically, the parties agree that \$100 will be paid to JIEA bargaining unit teachers in the spring/summer of each year for being rated as “highly effective,” and that this compensation term will endure for the term of the 2018-2020 collective bargaining agreement, unless rendered invalid by a decision of a court of competent jurisdiction or future legislation.

No other terms or conditions are made part of this Letter of Agreement.

Dated: December ____, 2017

FOR THE JACKSON INTERMEDIATE
EDUCATION ASSOCIATION/JCEA/MEA/NEA

FOR THE JACKSON COUNTY
INTERMEDIATE SCHOOL DISTRICT

Meaghan Garbutt
JIEA President

Kevin Oxley
Superintendent

Marcy Hartung
MEA Uniserv Director

Catherine Mc. Brechtelsbauer
Director of Human Resources

**Letter of Agreement Between
Jackson County Intermediate School District
And Jackson Intermediate Education Association/JCEA/MEA/NEA**

**Re: EMPLOYMENT TERMS AND CONDITIONS ASSOCIATED WITH A PILOT PROGRAM TO
SUPPORT ACHIEVEMENT OF CERTIFICATIONS FOR IDENTIFIED VACANCIES**

The Jackson County Intermediate School District (JCISD) and the Jackson Intermediate Education Association/JCEA/MEA (JIEA) are parties to a collective bargaining agreement addressing terms and conditions of teachers and certain other employee classifications within the Special Education Department. The JCISD has had difficulty filling teacher vacancies requiring specific certifications, and is eligible to place non-certified individuals to teach in these positions for a maximum of 4 years subject to certain state mandated conditions. JIEA may have members who are eligible and interested in pursuing the certification required to teach in one of the JCISD-identified hard to fill vacancies. The parties presume these members will be teachers with different certifications or teaching assistants who have experience substitute teaching who can effectively complete the requirements to be certified for the identified position(s). The JCISD may also want to employ external candidates who are in the process of completing the requirements for certification.

Accordingly, the JCISD has advised the JIEA leadership that it will start a pilot program employing full year substitutes in one or more of these JCISD-identified posted vacancies, and assisting them with partial tuition reimbursement for eligible classes as explained below. Additionally, the parties negotiated over other special terms and conditions of employment applicable to individuals who participate in the pilot program.

Salary Placement

The parties discussed compensation of current JIEA members who participate in the pilot program, and agreed as follows:

- A teacher assistant employed as a full year substitute in one of the identified vacancies will continue to be compensated as provided in Article X, Section D: One and one-half the employee's per diem rate of pay, not to exceed Level 1, Step 5 of Level 1 of the Certified schedule.
- A teacher so employed as a full year substitute will continue to be compensated at the employee's current Certified Level and Step, but eligibility for additional steps will be subject to meeting the evaluative and credit hour requirements explained below.
- A new hire who is not otherwise certified as a teacher by the State of Michigan, will be placed on the Certified schedule, Level 1, Step One and may proceed subject to meeting the evaluative and credit hour requirements explained below.
- A new hire who is a teacher certified in the State of Michigan in another field will be placed consistent with the individual's teaching experience, not to exceed Step 5 of the applicable Level in the Certified schedule, and progression up the salary schedule will be subject to meeting the evaluative and credit hour requirements explained below.

Tuition Reimbursement Pilot for Identified Special Education Teacher Vacancies

The JCISD will determine which position(s) will be filled pursuant to this pilot program. The JCISD will publish information about this opportunity for bargaining unit members to express interest within 30 days following the signing of this agreement. The JCISD will evaluate the educational and work experience of interested bargaining unit members and external applicants to determine which candidates are most likely to be successful in becoming a certified, effective teacher in the identified vacant position. Selected bargaining unit members will be assigned a mentor during their term in the program. Failure to select a bargaining unit member for this program will not be subject to the grievance procedure.

In order to be eligible for selection and/or renewal: the employee and/or applicant:

- must be pursuing the education needed to qualify for the employee's special education teacher certificate with the appropriate endorsement for the identified vacancy, and be able to complete the applicable courses within 4 years. (NOTE: This requirement is subject to change if the State of Michigan Department of Education adjusts its requirements for non-certified staff to teach in special education programs. See below.)
- must be eligible to fill the position pursuant to the State of Michigan Full-Year BASIC Substitute Permit, as those requirements are published from time to time -or- pursuant to a temporary Special Education Approval to teach students with disabilities pursuant to the Michigan Administrative Rules for Special Education.
- Renewal of this arrangement may be made for years two through four if the employee receives an effective or highly effective rating on the previous year's teacher evaluation and was enrolled in a state approved teacher preparation program during year one, and successfully completes at least six (6) semester hours toward the completion of the program. The same requirements will apply for each year of participation in the pilot until all requirements for certification are achieved.
- An employee who does not receive an effective or highly effective rating during their first year in the program will be returned to the employee's position held prior to participation in the pilot.

NOTE: If the employee is not eligible for renewal, the employee may be laid off. If the employee was previously evaluated as effective or highly effective in the employee's prior position, the JCISD will attempt to reassign a teacher assistant in the prior assignment classification, if a vacancy exists. If no vacancy exists, the teacher assistant employee will be eligible for recall consistent with the terms of Article XI of the collective bargaining agreement at the time of the layoff. If a teacher is laid off, placement in another position will be considered, consistent with state law and applicable terms of the collective bargaining agreement at the time of the layoff.

Reimbursement of tuition expenses of up to \$750 per class, and up to \$1500 per year, will be made if all of the following conditions are satisfied:

1. The employee placed pursuant to this program has provided the Director of Special Education with a copy of the employee's educational plan to pursue the identified teaching degree and endorsement, approved by the employee's academic advisor, and the Director of Special Education has confirmed that the program is applicable to the vacancy to which the employee is assigned. The educational plan must provide a program that can be completed by the end of the fourth year in the teaching assignment.
2. The employee follows the educational plan with reasonable diligence (at least two semester courses each year).
3. The employee successfully completes courses related to the assignment (a grade of 3.0 or higher on a 4.0 scale, or equivalent). The employee provides proof of successful completion of the course within 45 days following the semester.
4. Upon submission of a request for reimbursement, the employee signs a contract to repay the reimburse sum if the employee does not continue to teach for the JCISD for at least two additional years. If the employee does not teach for the full two years, the JCISD 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 through payroll deduction. In the event that such withholding is not sufficient to satisfy the repayment responsibility, the request for reimbursement will require the employee to reimburse the JCISD within 30 days of the employee's separation of employment. NOTE: The reimbursement requirement will not apply if JCISD removes the employee from the teaching assignment during the two year period.

Progression on the JIEA certified staff salary schedule for certified teachers will be limited as follows: No teacher placed in this program may proceed beyond Step 7 of the applicable Level until the teacher has provided proof of successful completion after the date of hire of four or more courses from the teacher's approved education plan (see item 3, above), or achievement of the professional certificate applicable to the teacher's assignment if fewer classes are required. No teacher placed in this program may proceed

beyond Step 8 of the applicable Level until the teacher has provided proof of successful completion of an additional four or more *additional* courses from the teacher's approved education plan, or achievement of the professional certificate applicable to the teacher's assignment if fewer classes are required.


Progression on the JIEA teacher assistant staff salary schedule will continue while participating in this program. However, compensation will remain subject to the cap established in Article X during the first two years, unless the employee achieves the professional certificate applicable to the teaching assignment if less time is needed, at which point the employee will be placed on the schedule for certified staff. Teacher assistant staff in this pilot program will be eligible to be compensated one and one-half the employee's teacher assistant per diem rate of pay, not to exceed Level 1, Step 6 of the certified salary schedule after two years in the pilot program and proof of successful completion of four or more courses from the employee's approved education plan has been provided (see item 3, above), unless the employee achieves the professional certificate applicable to the teaching assignment if less time is needed, at which point the employee will be placed on the schedule for certified staff.

This pilot program will be reviewed annually by the JCISD, and may be discontinued for years by notifying the JIEA and participating employees in July of any year.

No other changes in the terms and conditions of the parties' collective bargaining agreement have been agreed upon by the parties.

Dated: December 23, 2020

FOR THE JACKSON INTERMEDIATE
EDUCATION ASSOCIATION/JCEA/MEA/NEA

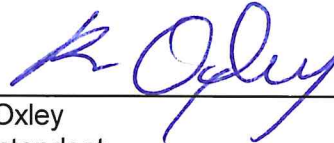


Brittany O'Rourke
JIEA President



Milt Rehberg
MEA Uniserv Director

FOR THE JACKSON COUNTY
INTERMEDIATE SCHOOL DISTRICT



Kevin Oxley
Superintendent



Catherine Mc. Brechtelsbauer
Director of Human Resources

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