

TABLE OF CONTENTS

ARTICLE I	3
RECOGNITION	3
ARTICLE II	3
ASSOCIATION AND JACKSON INTERMEDIATE EDUCATION ASSOCIATION RIGHTS	3
APPLICABLE LAWS, POLICIES, ETC	3
USE OF FACILITIES.....	3
TRANSACTION OF ASSOCIATION BUSINESS	3
USE OF EQUIPMENT.....	3
BULLETIN BOARDS.....	3
INFORMATION	3
BOARD AGENDAS	4
ASSOCIATION DAYS.....	4
ARTICLE III	4
EMPLOYEE RIGHTS	4
SCHOOL LAW	4
NON-DISCRIMINATION.....	4
PRIVATE LIFE	4
LAWS AND STATUTES	4
DISCIPLINARY ACTION.....	4
ARTICLE IV	4
BOARD RIGHTS	4
ARTICLE V	5
UNION MEMBERSHIP AND PAYROLL DEDUCTION	5
MEMBERSHIP OPTIONS.....	5
PAYROLL DEDUCTIONS.....	5
ARTICLE VI	6
CASELOADS, ASSIGNMENTS, WORKING CONDITIONS	6
HOURS.....	6
CLASS SIZE AND CASELOAD.....	7
QUALIFICATIONS AND ASSIGNMENTS	7
PROVISION OF MATERIALS AND RESOURCES.....	8
OTHER WORKING CONDITIONS	8
ARTICLE VII	8
VACANCIES AND CHANGES IN ASSIGNMENTS	8
DEFINITION: VACANCY	8
DEFINITION: CHANGE IN ASSIGNMENT.....	8
CRITERIA.....	9
JOB POSTING	9
EXTENDED SCHOOL YEAR PROGRAMS.....	9
REQUESTS FOR DIFFERENT ASSIGNMENT.....	9
RETURN TO UNIT	9
ARTICLE VIII	9
LEAVES OF ABSENCE	9
SICK LEAVE ALLOWANCE	9

PAID LEAVES CHARGED AGAINST SICK LEAVE.....	9
OTHER PAID LEAVES	10
PERSONAL DAY BUYBACK OPTION.....	11
LEAVES WITHOUT PAY	11
SABBATICAL LEAVES	12
WORK ACCOMMODATIONS.....	13
REINSTATEMENT AND LAYOFF.....	14
FAMILY & MEDICAL LEAVES	14
ARTICLE IX	14
EMPLOYEE EVALUATION AND PROGRESS	14
PROCESS.....	14
RIGHTS AND RESPONSIBILITIES.....	15
PROGRESSIVE DISCIPLINE	15
ARTICLE X	16
COMPENSATION	16
SALARIES.....	16
PLACEMENT ON SCHEDULE.....	16
SUBSTITUTE PAY.....	16
PAY PERIODS.....	16
EXTENDED SCHOOL YEAR COMPENSATION	16
FRINGE BENEFITS	16
NOTIFICATION	16
LENGTH OF WORK YEAR	16
BEHAVIOR SUPPORT EXTRA DUTY COMPENSATION.....	17
LONGEVITY	17
COMPENSATION FOR EARLY NOTICE OF RETIREMENT.....	17
ARTICLE XI	17
RESIGNATION NOTICE	17
NOTICE OF FUTURE RESIGNATION	17
RELEASE FROM EMPLOYMENT CONTRACT	17
ARTICLE XII	18
SENIORITY, LAYOFF AND RECALL RIGHTS	18
SENIORITY	18
TEACHER LAYOFF AND RECALL.....	18
STAFF REDUCTION	18
LAYOFF.....	18
NOTICE.....	19
RECALL	19
RECALL NOTICE	19
TEACHER ASSISTANTS	19
RECALL LIST	19
ARTICLE XIII	19
TEACHER ASSISTANT QUALIFICATIONS AND EXPECTATIONS	19
LEGAL REQUIREMENTS.....	19
PROBATION.....	19
JOB EXPECTATIONS	19
ARTICLE XIV	19

FUTURE TEACHER CERTIFICATION PROGRAM	19
ELIGIBILITY	19
TUITION REIMBURSEMENT	20
COMPENSATION	20
ARTICLE XV	21
EMPLOYEE IMPROVEMENT	21
PROFESSIONAL DUES	21
TRAINING REIMBURSEMENT	21
PROFESSIONAL BUSINESS DAYS	21
MENTOR PROGRAM	21
ARTICLE XVI	22
GRIEVANCE PROCEDURE	22
DEFINITION	22
EXCLUSIONS	22
TIME LIMITS	22
PROCEDURE	22
INDIVIDUAL COMPLAINTS	24
ARTICLE XVII	24
MISCELLANEOUS PROVISIONS	24
ZIPPER CLAUSE	24
RIGHT TO HEARING	24
REIMBURSEMENT	24
SUBSTITUTES	25
DRIVING REQUIREMENTS	25
DEPARTMENT LEADS	25
EMERGENCY FINANCIAL MANAGER	26
ARTICLE XVIII	26
CONTINUITY OF OPERATION	26
CONTINUED OPERATION	26
NO STRIKE CLAUSE	26
UNFAIR LABOR PRACTICES	26

ARTICLE XIX	26
JOINT INSTRUCTIONAL POLICIES ADVISORY COUNCIL FOR SPECIAL EDUCATION	26
ARTICLE XX	27
DURATION OF AGREEMENT	27
APPENDIX A1	28
2026-2027 SALARY SCHEDULE	28
APPENDIX A2	28
2027-2028 SALARY SCHEDULE	29
APPENDIX A3	30
2028-2029 SALARY SCHEDULE	30
APPENDIX A4	31
FUTURE TEACHERS SALARY SCHEDULE	28
APPENDIX B	32
FRINGE BENEFITS	32
HEALTH INSURANCE OPTIONS	32
PAK B	33
LESS THAN FULL TIME	34
EMPLOYEE PREMIUM PAYMENTS	34
BID-OUT	34
DUAL COVERAGE	34
BENEFICIARY POLICY	34
STATE OR FEDERAL HEALTH INSURANCE PLAN	34
EMPLOYEE ASSISTANCE PLAN	34
VOLUNTARY BENEFITS	34
APPENDIX C	28
CERTIFIED TEACHER EVALUATION PROCESS	28
APPENDIX D	38
CERTIFIED TEACHER STAFF REDUCTION AND RECALL	38

ARTICLE I Recognition

- A. The Jackson County Intermediate School District Board of Education hereby recognizes the Jackson County Education Association (JIEA) as the exclusive bargaining representative for all full-time and regularly scheduled part-time certified or approved professionals and teacher assistants (sometimes referred to using their area of specialty) instructional employees (under contract with the Jackson County Intermediate School District), but excluding vocational education employees, substitutes 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", JIEA, 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 JIEA 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 JIEA 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 each ISD operated building.
- 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, or the operation of the district.
- D. Laws and Statutes. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 (PERA), Michigan Revised School Code, and all applicable laws and statutes pertaining to employee rights and responsibilities.
- 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.

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, 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 and post those board policies and administrative guidelines.
 6. Determine the number and location or relocation of its facilities.
 7. Determine the placement of operations and source of materials and supplies.
 8. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
 9. 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.
 10. Grant or deny 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.
- B. The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement. 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, phone numbers, personal email addresses, and work sites of all newly hired employees no later than one (1) week after each Board meeting.

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 Teacher Assistants. 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. 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.

4. Change in Schedule. Intermediate School District immediate supervisor shall be kept informed by each employee of his/her scheduled working day and any changes therein.

5. Flexible Schedule Adjustment. Flexible schedule adjustments for work performed beyond the work week may be made with prior Employer approval. Flexible schedule adjustments will be made in the same week as the extra hours are worked and will not be carried forward.

Flexible schedule adjustments shall be taken only during non-student contact time. Approval of the flexible schedule adjustments are at the discretion of administration.

For Teacher Assistants. Teachers Assistants will be paid for extra hours approved and worked. However, flexible schedule adjustments may be approved in lieu of wages during the same pay period.

6. Closure. The staff shall not be required to report to work due to the following:

- When the Kratz Education Center (KEC) is closed due to inclement weather.

If, however, any individual program or building is closed, the affected staff shall be called in based upon need. Staff will be called in on a rotating basis, starting with the lowest seniority from last instance of call-in. Upon completion of the rotation list, the lowest seniority staff will again be first called in.

Staff shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or wellbeing, as determined by the Superintendent or designee.

7. 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.
8. Reporting Unavailability to Work. At the beginning of the school year, employees shall be informed in writing of the procedure and specific timeframe for reporting if they will be unavailable for work.
9. 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.

The District will make the current caseload recommendations and program requirements available to employees on the District website. The members of the Parental Advisory Committee will be posted on the District website.

Administration will consider multiple factors when determining assignments for itinerant professional staff including the following:

- Number and type of specialized programs within a building
- Building size
- Individual student needs
- Other factors impacting professional responsibilities

In the event that circumstances occur during the year that impact an employee's assignment (such as a significant increase in the number of referrals/evaluations, number of transfer-in students, caseload shift/increase, etc.) administration will work with impacted itinerant staff to develop a solution.

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. Professional Staff Qualifications. All new special education employees, placed on the certified salary schedule shall have a valid permit, authorization, or approval by MDE.
3. 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.
4. 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.

5. 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 provided 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.
6. 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. Provision of Materials and Resources.

The District shall furnish, at its expense, all instructional materials, equipment, supplies, and resources reasonably required by bargaining unit members to perform their duties and to deliver education and special education services and documentation in compliance with all applicable federal, state, and local laws, including but not limited to the individuals with Disabilities Education Act (IDEA).

E. Other Working Conditions.

1. 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.
2. Hazardous Conditions. Conditions that are considered hazardous shall be reported immediately to the building principal.
3. 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.
4. Relief Periods. Teacher assistants 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.
5. 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 communication of rationale prior to notification to 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 teacher assistant position shall occur and is indicated by official notification or whenever a new position is created by official action, the Board shall post such vacancy on the District's Website. Such notice shall be posted for seven (7) calendar days. Any newly created or unusual position(s) shall be posted with accompanying job description(s).
- F. Extended School Year Programs. The ISD will notify the employees of available extended school year positions on or before February 1. Employees will have an opportunity to indicate their availability and desired assignment by March 1. First priority, however, will be given to employees' current school year assignments as well as to students' needs.
- G. Requests for Different Assignment. 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 and potential new 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.
- H. 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.

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 ten (10) days.

Unused sick days shall be allowed to accumulate to a maximum 186 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 him/herself 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 workdays 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. Family member classifications will be interpreted consistent with the Michigan Earned Sick Time Act (ESTA) for paid sick leave. Therefore the term "children" includes biological, adopted, foster and stepchildren, 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 workplace 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 Days. Absence due to personal matters up to four (4) 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. Personal days cannot be used in combination with other types of leave, unless in emergency situations. All usage of personal days must be pre-approved. Supervisors will grant approval based on operational needs and the chronological order in which requests are received. 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 days shall not be granted to engage in other employment, or to pursue other employment. Personal days may also be used to make arrangements for the funeral of any family member or a person who resides in the employee's household. Unused personal days shall be credited to and accumulate for use as sick leave.

Extended School Year Time-Off Accrual. Employees who work a minimum of 20 days of extended school year shall be granted Personal leave allowance of three (3) additional days. This leave (or a pro-rated portion) will be credited at the beginning of the following school year.

Personal Day Buyback Option. An eligible employee may elect to convert their unused personal days into compensation at the rate of \$200 per day. Requests for this compensation can be made to the business office in writing during the month of May. This payment will be included in the first regular pay period during the month of June following the request. Any personal days traded for compensation will be removed from the employee's personal day bank at the time of request.

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 approved 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 available 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 the Employer in writing 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 minimum 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 an available 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 XII – 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 Appendix C, 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 Appendix C, 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. Teacher Assistants. All teacher assistants shall be evaluated one (1) time every other year by the Director of Special Education or designee prior to May 1, unless they are a probationary employee or received a less than effective rating the year prior. If needed, performance deficiencies will be addressed through off-cycle evaluations.
 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. Union members are reminded of their Weingarten Rights to union representation in any investigatory meeting that may lead to discipline.
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 teacher assistant 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. Teacher may only be discharged, demoted, or otherwise disciplined for a reason that is not arbitrary or capricious. Discipline for the purpose of this Agreement includes warnings, reprimands, and suspensions up to fifteen (15) days. Probationary teachers shall not have the right to the grievance procedure for any discipline.

- C. 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, create 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 non-certified 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 workdays 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.

Placement on the salary scale shall be given for appropriate out-of-district experience.

- C. Substitute Pay. Substitute pay will be granted if a teacher is pulled from their classroom responsibilities for any time reaching one hour or more, the teacher assistant will be paid at one and one-half (1.5) their per diem rate of pay, when students are present.

A teacher assistant who is eligible to substitute and holds a substitute permit will be provided first opportunity to substitute for the teacher position within their assigned classroom, based on the student needs, as determined by the classroom supervisor. If a supervisor deems a teacher assistant unsuited for the substitute position, changes can be made after a conversation with said teacher assistant.

- D. Pay Periods. By default, employee salaries and wages are disbursed over twenty (20) equal installments annually, covering the academic period of September through June. Payments are scheduled for the 8th and 23rd of each month.

Employees also have the option to elect a twenty-four (24) equal installments pay schedule. This option extends payment over the full year, from September to August, also on the 8th and 23rd day of each month. This option is available to employees at the time of hire, and each year thereafter by submitting a Pay Schedule Election Form to the Human Resources Department prior to August 1.

If the semi-monthly pay date falls on a weekend or a holiday, payment will be made on the business day immediately preceding the scheduled pay date.

- E. Extended School Year Compensation. All hours worked during the extended school year shall be compensated as extra pay, calculated using the employee's current hourly rate.

- F. Fringe Benefits. Fringe benefits shall be provided as set forth in Appendix B.

- G. 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.

- H. Length of Work Year.

1. The Association and the Board agree to follow the school calendars recommended by the County-Wide Calendar Committee. There shall be up to one hundred eighty-six (186) staff days, except the extended school

year program in compliance with the school district's special education plan. The extended school year schedule will exclude one week in June and the week of the Fourth of July.

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 over forty hours worked 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 the following years of services will receive an annual longevity payment as follows:

- 5 to 9 years of service - \$250
- 10 to 14 years of service - \$500
- 15 or more years of service - \$1,000

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 unless the employee opts-in to the summer program as described in Article VII, in which case "school year end" will be interpreted as the last day of the extended school year. However, employees who opt-in to work the summer program will not call-in for that assignment for more than three workdays to be eligible for the compensation. The employee retires pursuant to the notice provided.

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 Resignation Notice

A. Notice of Future Resignation. In order for the Board to plan for and provide a qualified teaching staff, any teacher resigning at the end of the school year shall notify the Board in writing as early as possible. Any teacher resigning prior to the beginning of the ensuing school year shall notify the Board in writing at least 60 days before September 1. Failure to do so, in the absence of mutual consent, may result in teacher's loss of continuing tenure.

B. Release from Employment Contract. Teachers will not request release from their contract obligation during the school year except in case of dire necessity. The Board may respond with any or all of the following: demand specific performance of the contract, consent to the release contingent upon the Board finding a qualified replacement, require a

minimum of two (2) weeks' notice, and accept the request while specifying that the failure to give the required notice may lead to forfeiture of continuing tenure.

ARTICLE XII

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, Appendix D, and board policy will be used in determining 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 or 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.
- J. Recall List. Non-teacher bargaining unit members will remain on the recall list for the lesser of six (6) months from the effective date of layoff, or the duration of their employment in the unit position prior to layoff.

ARTICLE XIII
Teacher Assistant Qualifications and Expectations

- A. Legal Requirements. Teacher assistants 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 teacher assistant 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 teacher assistant may grieve his/her dismissal.
- C. Job Expectations. The Board shall make every reasonable effort to clarify job expectations for teacher assistants through the use of orientation sessions, individual conference, and written job descriptions where applicable.

ARTICLE XIV
Future Teacher Certification and Endorsement Program

JIEA may have members who are eligible and interested in pursuing the certification/endorsement required to teach in one of the 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. 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.

- A. Eligibility. In order to be eligible for selection and/or renewal the employee and/or applicant:
 - 1. 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.)

2. 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.
3. Renewal of this arrangement may be made for years two through four if the employee receives a developing or 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.
4. An employee who does not receive a developing or effective rating during their first year in the program will be returned to the employee's position held prior to participation in the pilot.

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.

B. Tuition Reimbursement. Reimbursement of tuition expenses of up to \$1,000 per class, and up to \$2,000 per year, will be made if all of the following conditions are satisfied:

1. The employee placed in 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.

Upon submission of a request for reimbursement, the employee signs a contract to repay the reimbursed sum in case the employee does not continue to teach for the JCISD for at least two additional years. If the employee does not fulfill the full two-year teaching requirement, 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.

The reimbursement requirement will not apply if JCISD removes the employee from the teaching assignment during the two-year period.

If the employee is not eligible for teaching contract renewal, the employee may be laid off. If the employee was previously evaluated as effective or highly effective in their prior position, the JCISD will attempt to reassign them to the prior assignment classification, if a vacancy exists. If no vacancy exists, that employee will be eligible for recall consistent with the terms of Article XI of the collective bargaining agreement at the time of the layoff.

C. Compensation. Scale equal to one and one-half times the employee's current per diem rate of pay. See *Appendix A4*.

For participants who are already certified teachers but are pursuing additional endorsement through this program, no lane change will take effect until endorsement is completed.

ARTICLE XV 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 JIEA, the MEA, and the NEA 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, and communicated to the bargaining unit following the September Board meeting each year. 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. Mentor Program.
1. Professional employees who have completed either the statutory or contractual probationary period, and who have demonstrated an ability to work well with colleagues, may mentor a probationary employee as assigned by the District.
 - a. The JCISD will announce an anticipated number of mentors needed by May 15 of each year.
 - b. Members will be able to express interest in becoming a mentor by June 1.
 - c. Mentors will not be assigned more than two first year teachers, or up to four mentees total.
 2. Mentee – A mentor will be provided for one year to:
 - a. Current JCISD employees in a new position.
 - b. Employees who have less than three years of professional teaching experience.

Mentees may express their thoughts regarding the mentor relationship at their evaluation, and this will be factored into the next year's mentor assignments.
 3. Mentor Program Requirements – The relationship between Mentor and Mentee is meant to be formative and supportive rather than evaluative.
 - a. Mentors will use the Mentor Guide provided by JCISD supervisory staff.
 - b. Mentors will be required to fill out a monthly log, monthly dates, and topics covered and submit it to their supervisors for approval and recordkeeping.
 - c. The Mentor Program will be a part of the mentors' evaluation.
 - d. Success in this area may also affect the employee's ability to be a mentor in the future.

4. In addition to being informally available to assist their mentees, Mentors will schedule formal meetings with their mentees as follows:
 - 1st year mentee – three times a month
 - 2nd year mentee – two times a month
 - 3rd year mentee – once per month

5. Mentor Pay – The mentor will receive a one-time stipend in June for work with their mentee in the following amounts:
 - For a 1st year mentee - \$700
 - For a 2nd year mentee - \$550
 - For a 3rd year mentee (or a mentee with more than three years experience) - \$400

A payment of \$200 per semester will also be issued to staff who voluntarily take on a student teacher or intern unless they are receiving compensation from an outside agency.

6. Both Mentees and Mentors will be notified of their partnership by September 15. If a Mentee's assignment change/new hire date takes place after September 15, the notification will then be issued within two weeks.

ARTICLE XVI 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 reassign 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 XVII

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. Copies of this Agreement titled "Agreement by and between Jackson Intermediate Education Association JCEA/MEA/NEA and Jackson County Intermediate School District Board of Education" shall be printed after the Agreement is signed, and presented to all members of the bargaining unit now employed or hereafter employed by the Board during the life of the agreement. The expense of printing such copies shall be equally shared by the Board and the Association.

2. Mileage. Mileage expenses incurred for official business travel while performing work related duties are reimbursed according to the IRS guidelines. Reimbursable mileage is calculated to and from a building in which the employee serves students and which is closest to the employee's home.

Employees assigned to one building shall not be reimbursed for mileage between their home and work assignments.

3. Rate. Mileage reimbursement shall be at the current IRS rate.

4. 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.

5. 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.
 6. Phones. The District will provide a means for staff to check emails within their assigned location. Staff who do not receive cell phone reimbursement are not required to use their cell phone for school business.
- 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. Department Leads.
1. Departments within Special Education may have a bargaining unit member perform responsibilities as the Department Lead, including:
 - a. Occupational & Physical Therapy
 - b. Speech
 - c. Social Work
 - d. Psychology
 - e. Early Childhood
 - f. Teacher Consultants
 - g. Other department or specialties as mutually agreed upon.
 2. Department Leads will work with their department's special education supervisor to support certain department functions but will not have supervisory responsibilities.
 3. Work performed by the Department Leads to provide support may include:
 - a. Co-planning and co-leading department meetings with the supervisor.
 - b. Identifying and suggesting professional development opportunities for the members of the department to the supervisor.
 - c. Reviewing requests for (larger) supply and equipment purchases from department members and making a recommendation to the supervisor.
 - d. Performing liaison duties with some community agencies, as assigned by the supervisor.
 - e. Other duties related to the coordination of department member needs.
 4. Department Leads will be limited to two consecutive years to ensure others can have the opportunity. The annual stipend for this work will be \$1,500, which will be spread across the individual employee's 20 or 24-pay cycle.
 5. Information about this opportunity will be shared with each of the designated departments' professional staff. Interested employees will be asked to:
 - a. submit a letter describing their interest, and
 - b. ask at least one department colleague to provide a reference describing the applicant's relevant qualifications/experience related to the responsibilities.

In the event there are no applicants, the Department Lead will be selected by the department supervisor in agreement with the selected employee.

6. The Director of Special Education or designee will select each Department Lead.

- I. 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 XVIII 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 XIX 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 XX
Duration of Agreement

- A. This Agreement shall be in effect and full force on January 1, 2026, and shall continue in effect through December 31, 2028. 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 20th day of January 2026.

JACKSON COUNTY EDUCATION ASSOCIATION



Kathy Miller, JIEA President



Jo Babcock, JIEA Vice-President




Milt Rehberg, MEA Uniserv Director



Lori Guilfoil, JCEA President

BOARD OF EDUCATION, JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT



David Salsbury, JCISD Board President



Kevin Oxley, Superintendent



Maureen Keene, Director of Special Education



Elizabeth Gayle, Director of Human Resources

APPENDIX A1 - 2026-2027 Salary Schedule

3% Increase and Step Increase for all classifications.
 For 2026-2027 only, additional 2% off-schedule increase for employees at the top of the scale.
 There will be no automatic step, lane, or longevity increases after expiration of the contract.

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	TA 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	-	-	-	-	-	-	-	-
2	\$23,843	\$18.99	\$29,957	\$23.86	\$33,441	\$26.64	\$40,853	\$32.54
3	\$25,381	\$20.22	\$31,921	\$25.42	\$35,937	\$28.62	\$43,584	\$34.71
4	\$26,901	\$21.43	\$33,855	\$26.97	\$38,417	\$30.60	\$46,315	\$36.89
5	\$28,746	\$22.90	\$36,217	\$28.85	\$40,896	\$32.57	\$49,048	\$39.07
6	\$30,504	\$24.30	\$37,988	\$30.26	\$43,894	\$34.96	\$52,266	\$41.63

***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 Associate's 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 Assessment 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	\$56,258	\$60,596	\$64,666	\$68,232	\$71,854
2	\$59,299	\$64,068	\$68,300	\$72,058	\$75,945
3	\$62,355	\$67,544	\$71,918	\$75,886	\$80,033
4	\$65,404	\$71,111	\$75,545	\$79,730	\$84,124
5	\$68,448	\$74,661	\$79,174	\$83,545	\$88,209
6	\$71,502	\$77,957	\$82,799	\$87,371	\$92,301
7	\$74,556	\$81,437	\$86,418	\$91,199	\$96,384
8	\$77,603	\$84,907	\$90,042	\$95,039	\$100,478
9	\$80,657	\$88,384	\$93,672	\$98,862	\$104,556
10	\$83,700	\$91,846	\$97,297	\$102,694	\$108,649
11	\$86,758	\$95,327	\$100,924	\$106,527	\$112,740

Note: An employee is eligible for salary level change 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. Beginning February 2026, this will be determined and pre-approved by a three-member administrative team, with the ability of staff to appeal the decision.

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

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 - 2027-2028 Salary Schedule

2% Increase and Step Increase for all classifications.

There will be no automatic step, lane, or longevity increases after expiration of the contract.

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	TA 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	-	-	-	-	-	-	-	-
2	\$24,320	\$19.37	\$30,556	\$24.34	\$34,110	\$27.17	\$41,670	\$33.19
3	\$25,889	\$20.62	\$32,559	\$25.93	\$36,655	\$29.20	\$44,456	\$35.41
4	\$27,439	\$21.85	\$34,532	\$27.50	\$39,185	\$31.21	\$47,241	\$37.63
5	\$29,321	\$23.35	\$36,941	\$29.42	\$41,714	\$33.23	\$50,029	\$39.85
6	\$31,115	\$24.78	\$38,748	\$30.86	\$44,772	\$35.66	\$53,312	\$42.46

***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 Associate's 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 Assessment 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	\$57,383	\$61,808	\$65,960	\$69,597	\$73,291
2	\$60,485	\$65,349	\$69,666	\$73,499	\$77,464
3	\$63,602	\$68,895	\$73,356	\$77,404	\$81,634
4	\$66,712	\$72,533	\$77,056	\$81,325	\$85,807
5	\$69,817	\$76,154	\$80,758	\$85,216	\$89,973
6	\$72,932	\$79,516	\$84,455	\$89,118	\$94,147
7	\$76,047	\$83,066	\$88,146	\$93,023	\$98,312
8	\$79,155	\$86,605	\$91,842	\$96,940	\$102,487
9	\$82,270	\$90,152	\$95,546	\$100,840	\$106,647
10	\$85,374	\$93,683	\$99,243	\$104,748	\$110,821
11	\$88,493	\$97,233	\$102,942	\$108,657	\$114,994

Note: An employee is eligible for salary level change 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. Beginning February 2026, this will be determined and pre-approved by a three-member administrative team, with the ability of staff to appeal the decision.

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

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 A3 - 2028-2029 Salary Schedule

1% Increase and Step Increase for all classifications.

There will be no automatic step, lane, or longevity increases after expiration of the contract.

The JCISD and JIEA will meet in Spring-Summer of 2028 to review the estimated operating budget for 2028-2029 school year.

TEACHING ASSISTANTS, INTERPRETERS, PT ASSISTANTS AND LPNS

Step	TA 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	-	-	-	-	-	-	-	-
2	\$24,564	\$19.56	\$30,861	\$24.58	\$34,451	\$27.44	\$42,087	\$33.52
3	\$26,148	\$20.83	\$32,885	\$26.19	\$37,022	\$29.49	\$44,901	\$35.76
4	\$27,713	\$22.07	\$34,877	\$27.78	\$39,577	\$31.52	\$47,714	\$38.00
5	\$29,614	\$23.59	\$37,311	\$29.72	\$42,131	\$33.56	\$50,529	\$40.25
6	\$31,426	\$25.03	\$39,136	\$31.17	\$45,220	\$36.02	\$53,845	\$42.89

***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 Associate's 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 Assessment 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	\$57,957	\$62,426	\$66,619	\$70,293	\$74,024
2	\$61,090	\$66,003	\$70,363	\$74,234	\$78,239
3	\$64,238	\$69,584	\$74,090	\$78,178	\$82,450
4	\$67,379	\$73,259	\$77,827	\$82,138	\$86,665
5	\$70,515	\$76,915	\$81,565	\$86,068	\$90,873
6	\$73,661	\$80,311	\$85,299	\$90,009	\$95,089
7	\$76,807	\$83,896	\$89,028	\$93,954	\$99,295
8	\$79,947	\$87,471	\$92,761	\$97,909	\$103,512
9	\$83,093	\$91,054	\$96,501	\$101,848	\$107,714
10	\$86,228	\$94,620	\$100,235	\$105,795	\$111,930
11	\$89,378	\$98,205	\$103,971	\$109,744	\$116,144

Note: An employee is eligible for salary level change 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. Beginning February 2026, this will be determined and pre-approved by a three-member administrative team, with the ability of staff to appeal the decision.

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

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 A4
Future Teachers Salary Schedule**

2026-2027

Step Increases for all classifications.
There will be no automatic step, lane, or longevity increases after expiration of the contract.

FUTURE TEACHERS

Step	Level 1	Level 2	Level 3
1	\$35,765	\$44,935	\$50,161
2	\$38,071	\$47,881	\$53,905
3	\$40,350	\$50,782	\$57,625
4	\$43,119	\$54,325	\$61,344
5	\$45,757	\$56,983	\$65,842

2027-2028

Step Increases for all classifications.
There will be no automatic step, lane, or longevity increases after expiration of the contract.

FUTURE TEACHERS

Step	Level 1	Level 2	Level 3
1	\$36,480	\$45,833	\$51,164
2	\$38,832	\$48,838	\$54,983
3	\$41,157	\$51,798	\$58,778
4	\$43,981	\$55,412	\$62,571
5	\$46,672	\$58,122	\$67,159

2028-2029

Step Increases for all classifications.
There will be no automatic step, lane, or longevity increases after expiration of the contract.

FUTURE TEACHERS

Step	Level 1	Level 2	Level 3
1	\$36,845	\$46,292	\$51,676
2	\$39,221	\$49,327	\$55,533
3	\$41,569	\$52,316	\$59,366
4	\$44,421	\$55,966	\$63,196
5	\$47,139	\$58,704	\$67,830

APPENDIX B Fringe Benefits

For the duration of the contract, the Board will contribute 80% of the health insurance premium cost for eligible employees. The District's definition of the health insurance premium cost contribution includes all costs identified in PA 152 of 2011, as amended.

If 90% of covered employees and their covered spouses complete an annual physical examination before November 1st, each JIEA employee will receive additional four (4) hours of personal time as an incentive. This time will be added to the employee's personal leave accrual on the second pay period of January the following year.

Employees who do not complete the physical examination will be charged an additional premium cost in the following year according to the level of coverage and as follows:

- Employee Single – additional \$25 per pay period (\$600 annually)
- Employee + One - additional \$40 per pay period (\$960 annually)
- Full Family - additional \$50 per pay period (\$1,200 annually)

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, 2026:

A. Health Insurance Options: For those employees electing health insurance for 2026:

1. Health Insurance Option 1 (MESSA Pak A)

MESSA Choices II
In-Network Deductible: \$1,000/\$2,000
Out-of-Network Deductible: \$2,000/\$4,000
20% Co-Insurance
Office Visit Co-pay \$20; Urgent Care \$25; Emergency Room \$50, after deductible
5-Tier Rx with Mandatory Mail
Maximum Out-of-Pocket, In-Network: \$5,000/\$10,000

2. Health Insurance Option 2 (MESSA Pak C)

MESSA ABC Plan 1 with Health Savings Account (HSA)
In-Network Deductible: \$1,700/\$3,400
Out-of-Network Deductible: \$3,400/\$6,800
0% Co-Insurance In-Network; 20% Out of Network
5-Tier Rx with Mandatory Mail
Maximum Out-of-Pocket, In-Network: \$3,700/\$7,400

3. Health Insurance Option 3 (MESSA Pak E)

MESSA ABC Plan 2 with Health Savings Account (HSA)
In-Network Deductible: \$2,000/\$4,000
Out-of-Network Deductible: \$4,000/\$8,000
20% Co-Insurance In-Network
5-Tier Rx with Mandatory Mail
Maximum Out-of-Pocket, In-Network: \$5,000/\$8,500

4. 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

5. Delta Dental

Class I 80%
Class II 80%
Class III 80%
Annual Max \$2,000
Class IV 80%
Lifetime Max \$1000 Orthodontics per person

6. Vision Insurance - VSP 2 Silver

7. Term Life Insurance - \$40,000
AD&D - \$40,000

8. 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.

9. Insurance Premium Contribution paid by employees each pay (24 pays/year) for 2026:

	Option 1	Option 2	Option 3
	MESSA PAK A	MESSA PAK C	MESSA PAK E
Single	\$88	\$91	\$76
Single + 1	\$197	\$205	\$171
Full Family	\$245	\$254	\$213

During September 2026, the parties will meet regarding health insurance options to be offered during 2027. No more than three (3) health insurance options will be offered during 2026 and 2027. 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. \$400 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, 2023. 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) 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.]

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

The Employer also sponsors a voluntary retirement savings plan (VRSP) that employees may choose to participate in by enrolling and authorizing payroll deduction. The parties agree that employees should be encouraged to begin planning to have sufficient economic resources for retirement as early as possible in their careers. Therefore, participating employees will be eligible for a 100% Employer match for their contributions made to the VRSP 403B account on and after July 1, 2024, with an annual fiscal year cap on the Employer match of \$1,000.00. Such Employer contributions will be made twice each year based on the contributions made in the previous six-month period. Employees must be actively employed to receive the Employer contribution match. New hires are automatically enrolled in the VRSP 403(b) plan with a contribution of \$10.00 deducted from their salary/wages each payroll period, continuing until such time as the employee alters their enrollment or contribution status, which may be done prospectively at any time. Such enrollment changes may include discontinuation of participation in their 403b plan, starting a 457 plan, and/or adjusting their contributions prospectively.

APPENDIX C - Certified Teacher Evaluation Process

Performance evaluations are essential to provide quality educational services and to measure competency. This contract does not diminish the Board's authority or ability to non-renew a professional staff member's contract at the end of the contract term, consistent with applicable statutes, collective bargaining agreements, and individual employment contracts.

A. Teachers as Defined by Revised School Code Section 1249. (K-12 certified teachers of record)

Teachers will be evaluated pursuant to a performance evaluation system consistent with Revised School Code Section 1249 and the Teachers' Tenure Act. This performance evaluation system will include, as appropriate, the following:

1. A year-end evaluation process that meets statutory standards.
2. An evaluation tool that incorporates components required by law, including:
 - a. locally agreed-on student growth and assessment data or student learning objectives, as defined by Revised School Code Section 1249.
 - i. The teacher, with mutual agreement by their evaluator, shall be allowed to eliminate data attributable to students who have 20 days of absences.
 - b. the teacher's performance.
 - c. objective criteria.
3. An individualized development plan (IDP) with performance goals developed by the evaluator in consultation with the teacher and recommended training designed to improve the teacher's effectiveness for:
 - a. all probationary teachers.
 - b. teachers rated needing support or developing; or
 - c. at the evaluator's discretion when performance deficiencies are noted.
4. Classroom Observations which include:
 - a. A minimum of two (2) classroom observations of at least 15 minutes each which include, at a minimum, a review of the teacher's lesson plan, the state curriculum standard use in the lesson, and pupil engagement.
 - b. Appropriate written feedback on each observation using the district evaluation reporting system, or in another written form. It is preferred that this takes place within fifteen (15) calendar days of the observation but will not exceed thirty (30) calendar days, after the observation.
 - c. Post-observation meeting between the teacher and the school administrator conducting the observation. The post-observation meeting shall be held no later than February 1st for mid-year observation and no later than June 1st for end-of-year observation.
5. A Mid-Year Progress Report, if required by law, which aligns with:

- a. the teacher’s individualized development plan (IDP).
 - b. includes specific performance goals for the remainder of the year be developed in consultation with the teacher, and include any recommended training to meet these goals.
 - c. Mid-year progress reports, supported with at least one classroom observation, will be completed no later than February 1st.
6. A Year-End Performance Evaluation effectiveness rating, or effective, developing, or needing support.
- a. Provide each teacher who receives an end-of-year evaluation with a final summative rating of effective, developing, or needing support. If a written evaluation is not provided, the teacher is deemed effective.
 - i. The year-end evaluation determination and form shall be delivered at a meeting with the observing evaluator and the teacher no later than June 1st.
 - b. A teacher must not be assigned an evaluation rating and must be designated as “unevaluated” if any of the following apply:
 - i. Teachers who work less than 60 days in any school year.
 - ii. Teachers whose rating was vacated through the grievance procedure.
 - iii. Teachers whose extenuating circumstances prevented a year-end evaluation.
 - c. Tenured teachers rated as highly effective or effective on the 3 most recent consecutive year-end evaluations may be evaluated triennially, but if the teacher is not rated as effective on one of the triennial year-end evaluations, the teacher must receive year-end evaluation.
 - d. Develop an IDP for teachers in the first year of the probationary period, and all teachers rated less than effective.
 - e. A mentor for teachers rated developing or needing support or for teachers in the first year of probation.
7. Rights of Tenured Teachers
- a. There will be opportunity for a tenured teacher rated needing support on a year-end evaluation to request review consistent with Revised School Code Section 1249.
8. Evaluation Tool and Training on evaluation system, tools, and reporting forms:
- a. A tool approved by MDE, a modified MDE tool, or a local evaluation tool if adopted in compliance with Revised School Code Section 1249 that has been determined through the negotiation process between the Association and the District and corresponding regulations.
 - b. Website posting of required information for the evaluation tool.
 - c. Training on the evaluation tool for teachers and evaluators as required by law.

If a tenured teacher is rated ineffective or needing support on 3 consecutive year-end evaluations, the teacher must be discharged consistent with due process. The District is not precluded from discharging a teacher at other times as provided by the Teacher's Tenure Act.

APPENDIX D

Certified Teaching Staff Reduction In Force and Recall

Reduction in Force and Recall for Teachers as defined by Section 1249 (k-12 certified teachers of record)

When making program and staffing decisions resulting in the elimination of a teaching position or the recall of a teacher to a vacant teaching position, the Board will retain the most effective classroom teachers who are certified and qualified to instruct courses within the applicable curriculum, academic levels, and departments. The Board has the exclusive right to determine the size of the teaching staff based on curricular, fiscal, and other operating conditions.

To the extent that the determinations involve Revised School Code Section 1249 requirements, the clear and transparent procedures of this Appendix guide the implementation of that statute.

A. General Reduction in Force Criteria.

1. Reduction in force and recall decisions must be made based on teacher effectiveness criteria established in Revised School Code section 1249.

If reduction in force is necessary, teachers in that area of endorsement will be laid off in inverse order of seniority/service time provided all other criteria distinguishing those teachers are equal as stated below. If seniority is the determining factor in a reduction, preference will be given to teacher with more service time to the District.

Decisions about the reduction and recall of teachers will be guided by the following criteria:

- a. Retaining the most effective teachers who are certified (or otherwise approved or authorized) and qualified to instruct the courses within the curriculum, academic level(s), department(s), and school schedule(s).
 - i. A probationary teacher rated as effective on the teacher's most recent annual year-end performance evaluation is not subject to displacement by a tenured teacher solely because the other teacher is tenured under the Teacher's Tenure Act.
 - ii. Teachers must be properly certified, approved, or authorized for all aspects of their assignments. The teacher's certification, authorization, or approval status will be:
 - iii. Determined by the Revised School Code, MDE's Teacher Certification Code, MDE's Rules for Special Education Programs and Services, and other applicable statutes and regulations.
 - iv. Based on documentation on file with the Superintendent's office. A teacher must maintain valid certification, approval, or authorization, as applicable, and is responsible for filing a copy of the certificate, approval, or authorization with the Superintendent's office in compliance with Revised School Code section 1532.

- b. Relevant special training, other than professional development or continuing education as required by state or federal law, and integration of that training into instruction in a meaningful way.
 - c. Severity of the teacher's disciplinary record, if any.
 - d. Previous effectiveness ratings based upon the two most recent year-end evaluation ratings.
 - e. Attendance and punctuality issues that have been previously communicated.
2. Teachers must provide the District with current information and documentation supporting the teacher's certification and qualifications. Reduction and recall decisions will be based on the teacher's certification and qualifications in the District's records at the time of the decision.
- a. A laid-off teacher must maintain current contact information (address, phone, and email address) with the Superintendent's office.
 - b. Failure to maintain current contact information may negatively impact the teacher's recall.
 - c. Teacher reductions and recalls are by formal Board action.

B. Notification.

- 1. The Association will be notified of a contemplated reduction in personnel at least ten (10) calendar days prior to layoff notices being given to teachers and the potential staff affected and rationale shall be shared with the Association at that time.
- 2. Before the Board authorizes a teacher reduction, the Superintendent or designee will notify, in writing, the affected teacher of an opportunity to respond, either in person or in writing, to the proposed reduction.
- 3. The Superintendent or designee will provide at least 30 calendar days' written notice of Board reduction in force or recall decision to each affected teacher.

C. Recall.

- 1. A laid-off teacher is eligible for recall for twelve (12) months from the effective date of implementing the reduction and pursuant to the following factors:
 - a. The Superintendent will first identify the academic level(s) or department(s) where a teaching vacancy exists.
 - b. The Superintendent will fill the vacancy by:
 - i. Recalling the laid-off teacher who is certified and qualified for the vacancy, provided the teacher was rated at least effective.
 - ii. Post the vacancy and consider all applicants if the Superintendent determines that: no eligible laid-off teacher meets the certification and qualification standards for the position.
 - c. The Superintendent or designee will provide written notice of the Board's recall decision to any recalled teachers.

- i. A laid-off teacher who is recalled and fails to accept recall within ten (10) calendar days of the receipt of recall notification, or who does not report for work by the deadline specified in the recall notice after filing a written acceptance of recall with the Superintendent, will forfeit all rights to recall and continued employment unless the Superintendent, in the Superintendent's sole discretion, has extended the time limit in writing.
 - ii. A laid-off teacher who is offered an interview for a vacancy and who fails to appear at that interview forfeits all rights to recall and continued employment.
- d. Teachers returning from layoff shall retain their previous seniority, step, and sick bank.

Unemployment Compensation

A Professional Staff employee who is laid off and who is paid unemployment compensation chargeable to the District during the summer immediately following a reduction in force and who is recalled on or before the beginning of the next school year will be paid according to an annual adjusted salary rate such that the employee's unemployment compensation received plus the adjusted annual salary rate will be equal to the annual rate of salary the employee would have earned for the school year had the employee not been laid off.