Master Agreement

By and between

Jackson Educational Support Personnel Association

And the

Jackson Public Schools

July 1, 2026 - June 30, 2029

This Agreement entered into on this **1 day of July, 2026**, between the Jackson Public School District, Jackson, Michigan, hereinafter referred to as the "Employer" and the Jackson County Education Association (JCEA), JESPA, MEA/NEA, hereinafter referred to as the "Union."

(Note: The headings used in this Agreement and exhibits neither add to nor subtract from the meaning, but are for reference only.)

Purpose and Intent: The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer and the employees.

ARTICLE 1 - RECOGNITION and CHECK-OFF

1.1. Recognition

1.1.1. Pursuant to and in accordance with applicable provisions of Act 379 of the Public Acts of 1965, as amended, and in conformity with the certification issued by the Michigan Employment Relations Commission on June 21, 1982 in Case No. R82 C-117, the Employer does hereby recognize the Union as the exclusive representative for the purpose of collective bargaining regarding rates of pay, wages, hours of employment and other conditions of employment for the term of this Agreement of all employees of the Employer included in the Teacher Assistants bargaining unit.

1.1.2. For the duration of this Agreement, the Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective negotiations or make any agreement with any such group.

1.2. New Hires

1.2.1. New Hires/Employment Status - The Board agrees to promptly advise the Association of all additions, deletions, or change in status of members of the bargaining unit.

1.3. Payroll Deduction

1.3.1. Upon written authorization from the employee, the District will deduct from the payroll of that employee and make appropriate remittance for annuities and direct deposit, or any other plans or programs approved by the Board.

1.3.2. Union Dues – Membership dues and assessments of the Association (including the National, Michigan, Jackson County Education Association and JESPA). The Board agrees to remit after each pay period to the Association all monies so deducted, accompanied by a list of teaching assistants. The Board will not be responsible for incorrect deductions.

ARTICLE 2 - BOARD RIGHTS

2.1. The Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of Michigan and/or the United States, including but without limiting the generality of the foregoing, the management and control of school properties, facilities, materials used, and the selection, direction, transfer, promotion or demotion, discipline or dismissal of personnel and have the right to layoff.

2.2. The exercise of these powers, rights, authority, duties and responsibilities by the Board, and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this Agreement.

ARTICLE 3 - UNION RESPONSIBILITY

3.1. **Objective** - The Union recognizes that the primary objective of this Agreement is to promote orderly personnel relations between the Board of Education and its employees in order to attain efficient and uninterrupted operation of the District's schools plants.

3.2. **Strike Prohibition** - The Board and the Union subscribe to the principle that differences shall be resolved by appropriate and peaceful means concerning any matter which is subject to the grievance procedure, without interruption of the school program. Accordingly, the Union agrees that during the term of this Agreement, it shall not direct, instigate, or support any strike action against the Board.

The Union further agrees that should any of its members, acting individually without Union approval, violate this provision of the Agreement, the Union will take any action within its power to return said employee(s) back to work. Failure of the employee(s) to return to their workstations upon request by either Union or Board officials, shall result in disciplinary action up to and including discharge.

ARTICLE 4- GRIEVANCE PROCEDURE

4.1. **Intent**- The primary purpose of this procedure is to secure in the most efficient manner equitable solutions to a claim of an aggrieved party. Nothing contained herein shall be construed as limiting the right of any employee, or the supervisor, to discuss a matter informally with an appropriate member of the management or the Union unless the issue is in the grievance procedure.

4.2. **Definitions**

4.2.1. A "grievance" is a claim by an employee that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement.

4.2.2. A "policy grievance" is a claim by a group of employees or the Union that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement. This type of grievance shall first be subject to the Special Conference as per Article 12 and will be filed

for Special Conference no later than fifteen (15) workdays of knowledge of the event or occurrence that is the basis for the claim. If it cannot be resolved at this step, then it may be submitted to Step 3 of the grievance procedure.

4.2.3. The "aggrieved person" is a person(s) making the claim.

4.2.4. The term "days" shall mean workdays unless otherwise specified.

4.3. Miscellaneous

4.3.1. An employee desiring released time to process grievances as set forth herein shall request such released time from their immediate supervisor.

4.3.2. Necessary released time shall be honored as soon as possible without unduly affecting the efficiency of the operation but in no event later than twenty-four (24) hours from the time of the request for the grievant and applicable representatives at each of the proper steps.

4.3.3. On arrival at the building where the aggrieved employee is working, the Steward shall report to the supervisor of that building that they are contacting the aggrieved employee and upon obtaining all the facts and having discussion with the aggrieved employee's supervisor, they shall return to their job and report to their supervisor.

Released time will be granted for the following activities, but released time will be minimized, if possible:

4.3.3.1. Investigation
4.3.3.2. Oral presentation
4.3.3.3. Reducing the grievance to writing
4.3.3.4. Hearing

4.4. General Principles

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

4.4.2. In the event the Employer fails to abide by the time limits at any step of the grievance procedure, the grievant may proceed to the next step.

4.4.3. The number of days at each step shall be considered as a maximum and effort should be made to expedite the process. Additional days may be used at any step by mutual agreement, in writing.

4.4.4. Representatives

Step	Union Representatives	Management Representatives

1	Steward or President's Designee	Supervisor or Designee
2	Up to two (2) Representatives authorized by the Union and staff	Associate for Human Resource Services or designee and up to two (2) representatives

4.5. Grievance Steps

4.5.1. Pre-Grievance Discussion - An employee with a complaint that there has been a violation of the Contract shall discuss the complaint with or without the Union Steward, with the supervisor before filing a written grievance. In this pre-grievance discussion, attempts shall be made to resolve the complaint. If the employee is not satisfied with the solution or answer given by the supervisor in the pre-grievance discussion, the complaint shall advance to Step 1 of the grievance procedure.

4.5.2. Step One - An employee and/or the Union Steward shall file in writing within ten (10) days after the event or occurrence, which is the basis of the complaint a written grievance stating in detail the facts of the grievance. The supervisor will reply in writing within five (5) days of receipt of the grievance.

4.5.3. Step Two - If an employee is not satisfied with the disposition of the grievance, they may within the next five (5) days appeal the grievance to the Executive Director of Human Resources. The Executive Director of Human Resources will convene a hearing with the grievant and their representatives within five (5) days to seek a satisfactory solution. Within ten (10) days of the hearing of the grievance by the Executive Director of Human Resources and/or designee, a decision shall be rendered in writing to the grievant and their representatives.

4.5.4. Step Three - Any unresolved grievance may be submitted to arbitration in strict accordance with the following:

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

4.5.4.2. Within ten (10) days after notice of intent to arbitrate is given, the Board and the Union shall attempt to agree on five (5) names. Each side shall then have the right to strike two (2) names. The first side to strike shall be decided by the flip of a coin. In the event the parties cannot agree upon a name, a list will be submitted by the American Arbitration Association.

4.5.4.3. The arbitrator shall have the power to decide the rate where a new job is created within the existing rate structure.

4.5.4.4. The arbitrator shall limit the decision strictly to the interpretation, application or enforcement of the provisions of this Agreement, and shall be without power and

authority to make any decision contrary to, or inconsistent with or modifying or varying in any way, the terms of this Agreement.

4.5.4.5. The arbitrator's decision shall be final and binding on the Union, all employees covered by this Agreement, and on the Board.

4.5.4.6. In the event a case is appealed to an arbitrator and they find they have no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

4.5.4.7. The expense of the arbitrator shall be paid by the losing party.

4.5.4.8. An employee and/or employee representative who loses time from their assigned schedule of work in the manner provided for in this Article relative to arbitration shall do so without loss of time or pay.

4.6. **Withdrawal** - An employee and/or the Union may withdraw a grievance without prejudice at any step of the grievance procedure by written notice to the Employer.

4.6.1. Any monies owed that are grievance related are to be paid within forty-five (45) calendar days. The date used will be the date the grievance reply is returned to the Human Resource Office.

ARTICLE 5 - DISCIPLINE, DISCHARGE AND EVALUATIONS

5.1. Excluding verbal discipline, the Employer agrees to notify in writing the employee, the local President and the Steward in the department of the discharged or disciplined employee.

5.2. The discharged or disciplined employee will be allowed to discuss the discharge or discipline with the Steward of the department if said Steward is working at that time. The department head or their designated representative will make available an area where they may do so before the disciplined or discharged employee is required to leave the property of the Employer. Upon request, the department head or their designated representative will discuss the discharge or discipline with the employee and the Steward during the employee's next three (3) scheduled workdays.

5.3. Regarding the use of past record in imposing discipline on a current charge, the Employer will not take into account any prior infractions which occurred more than two (2) years previously, and will not impose discipline on an employee for falsification of their employment application after a period of two (2) years from their date of hire.

5.4. Appeal of Discharge or Discipline

5.4.1. Should the disciplined or discharged employee consider the action to be improper, an appeal shall be presented in writing through the Steward to the Superintendent of Schools, or their designee, within five (5) regularly scheduled work days of receipt of notice of the discipline or discharge.

5.4.2. The Superintendent or their designee shall, within ten (10) workdays after receipt of the appeal, review the discipline or discharge and reply in writing. The written reply shall be given

within five (5) workdays after the review of the discipline or discharge, and the written reply will be processed as a Step Two answer in the Grievance Procedure.

5.5. Each employee's performance will be reviewed annually within thirty (30) days of April 18. A copy of the evaluation will be provided to the employee. If their performance is found to be unsatisfactory, they shall be given a written warning by the Employer, stating the reasons and a copy given to the Union.

5.5.1. If the employee fails to improve to a satisfactory level of performance within a four (4) week period of time, a Special Conference will be held to determine the reasons and a possible solution.

5.5.2. Continued unsatisfactory service will result in discharge or reassignment.

5.6. Whenever possible, except in cases where immediate discipline, up to and including discharge, is necessary to protect the welfare and/or safety of students, the public and/or school employees, the Board subscribes to a policy of progressive discipline to improve and correct behavior of employees.

Such a policy of progressive discipline, up to and including discharge, shall be appropriate to the behavior which precipitates the discipline.

Discipline or discharge shall be for just cause only, except for termination of probationary employees for reasons other than Union activities.

ARTICLE 6 - TEACHER ASSISTANTS

6.1. **Act of God Days** - When Act of God days are rescheduled, employees shall be required to report to work and shall be paid. Except as provided herein by the six (6) day limit, neither the closure of schools due to "Act of God Days" nor the rescheduling of such days shall act to increase or decrease the amount of compensation due to a bargaining unit member. The make-up "Act of God Days" shall be only as is required by State Law. Notwithstanding any contrary language herein, the Board will pay only for no more than six (6) Act of God Days or the maximum number of Act of God Days permitted by Michigan Law without a requirement that those days be made-up by the district.

6.2. **Teacher Assistant**

6.2.1. **Work Schedule**

6.2.1.1. Teacher Assistants will work all days teachers are on duty. Hours may vary due to supervision requirements before and after bus arrivals/departures.

6.2.1.2. The employer shall determine the number of full-time and part-time Teacher Assistant positions based on operational needs. The Employer will not create part-time positions for the purpose of making employees ineligible for benefits. For purposes of this agreement a full-time Teacher Assistant is regularly scheduled to work thirty (30) hours or more a week and a part-time Teacher Assistant is regularly scheduled to work twenty-nine (29) hours or less a week. Only regular employees working at least thirty (30) hours or more per week.

(consistent with the Affordable Care Act) shall receive full benefits. Full benefits shall include life insurance, dental insurance, health insurance, and vision insurance.

6.2.1.3. Teacher Assistants' performance evaluations (as provided for at Article 5 (5.5) of this Agreement) shall be completed by the appropriate Building Administrator who may, at his or her discretion, seek the input of the appropriate special education teacher.

6.2.2. **Salary** - Teacher Assistants will be paid in accordance with Appendix A.

6.2.2.1. **Entrance Rate on Initial Employment** - Original appointment to any position shall be made at the minimum rate and advancement from the minimum rate within a salary or wage range shall be successive steps. The Superintendent may approve initial compensation for a position at a rate higher than the minimum rate in the range for the class when the needs of the service make such action necessary; provided that such employees shall not be initially compensated above the third step of the range. Any such exceptions shall be based on the outstanding and unusual character of the employee's experience and ability over and above the qualifications specified for the class, or on experience of extreme difficulty in successful hiring at the entrance rate.

6.2.2.2. **Starting Rate on Return from Military Service** - Any employee who leaves or has left the service of the school district to enter the active service of the Armed Forces of the United States and who subsequently is reinstated to a position previously held, shall receive the rate to which they would normally have been entitled had the service with the school district not been interrupted by such service.

6.2.2.3. **Advancement in the Base Range** - At the completion of the first year of employment, the employee shall be advanced to the next higher rate in the appropriate salary or wage range provided that their service has been satisfactory. Subsequent advancement within the range shall be dependent upon the recommendation of the department head or principal concerned and approved by the Superintendent when the employee has satisfactorily completed at least one (1) year of employment at their current rate in the appropriate pay range. Such advancement shall be made yearly until the employee has reached the maximum base rate of the range of their position.

6.2.2.4. **Requirements as to Continuity of Service (Loss of Seniority)** - Continuous service shall be required for advancement within pay ranges and for other purposes as specified herein. Continuous service means district employment without break or interruption. Leaves of absence without pay of ninety (90) calendar days or less and leaves of absence with pay shall not interrupt continuous service nor be deducted therefrom. Leaves of absence without pay in excess of ninety (90) calendar days, except for extended service with the armed forces of the United States, shall be deducted in computing total service but shall not serve to interrupt continuous service.

6.2.2.5. **Regular Employees** - All rates shall be listed on an hourly basis to the nearest cent when percentages are used to determine the rates. Payment will be made on a semi-monthly basis.

6.2.2.6. **Substitute Pay For Teacher Assistants** - When Teacher Assistants substitute for special education teachers they shall be paid ten dollars ($10.00) an hour for all hours in the substitute capacity in addition to their regular hourly rate; provided, however, if a substitute for the Teacher Assistant is not available and the Teacher Assistant substitutes for more than half (1/2) the teacher's work day the Teacher Assistant will be paid one hundred dollars ($100.00) in addition to the regular hourly rate. Substituting for a special education teacher shall be voluntary. Substituting for a teacher does not include exclusive supervision of students.

6.2.2.7. Teacher Assistants (TA) who meet the minimum requirements to obtain a Daily Substitute Permit will be reimbursed by the District for the licensing fee and will have priority to substitute for an absent teacher to whom the Teacher Assistant is assigned. A substitute will then be provided for the TA

6.2.2.8. A mileage allowance for authorized travel on official school business by an employee in a personally owned automobile shall be paid at the current IRS rate.

6.2.2.9. Errors - Any overpayment/underpayment in an amount totaling less than one (1) paycheck of pay shall be cured within two (2) business days of the member/District providing written notice of the overpayment/underpayment to the other.

Any overpayment/underpayment greater than one paycheck of whatever nature will be recovered in equal installments over the same number of pay periods in which errors were made. Notwithstanding the foregoing, the overpayment/underpayment shall be cured in not to exceed twelve (12) months.

Neither the employee nor the District shall pay any interest on any overpayment/ underpayment.

6.2.3. Teacher Assistants may enroll in courses that would directly relate to their employment with the School District provided that:

6.2.3.1. Enrollment in such courses must have prior written approval of the Executive Director of Human Resources.

6.2.3.2. Courses taken shall be limited to one (1) per semester.

6.2.3.3. Request for approval must be made in writing, stating course, fees, and meeting times at least two (2) weeks in advance of the first meeting.

6.2.3.4. Fees for approved courses shall be paid by the Board if a grade of "C" or better is obtained in the course and a transcript of such grade/credit is furnished to the Human Resource Office.

6.2.4. A Teacher Assistant required to take specialized training shall have the fees for such training paid by the Board. Teacher Assistants will be paid their current pay grade, while attending the required specialized training.

6.2.5. Teacher Assistants shall not be responsible for the exclusive supervision of students for extended periods of time. Extended is defined as in excess of a thirty (30) minute continuous period but such period shall not include time spent in an I.E.P.C meeting, lunch hour(s)/sessions, or bussing time.

6.2.6. Various in-service programs may be made available to Teacher Assistants, some of which may be mandatory. Where attendance at an in-service program is mandatory, the Employer will provide notice, in writing, at least seven (7) days prior to the mandatory in-service program.

ARTICLE 7 - HOURS OF WORK, WORK WEEK and PREMIUM PAY

7.1. **Duties of Employment** - All employees shall fully, faithfully and properly perform the duties of their employment.

7.2. **Work Requirements**

7.2.1. The Board recognizes the principle of a standard forty (40) hour workweek and will set forth work schedules and make work assignments which can reasonably be completed within such standard work week. The Board will not require members within the bargaining unit to regularly work in excess of such standard workweek.

7.2.2 The district time recording system will be used by the individual employee to record only actual hours worked.

7.3. **Rest Periods** - Regular full time employee work schedules shall provide a (15) minute rest period as near as possible to the middle half of each four (4) hour work shift. The rest period will be taken at the job site.

7.4. **Special Assignment** - Those employees regularly assigned less than a full twelve (12) month period shall be afforded the first opportunity for seasonal employment, or special assignments, and shall be compensated at the grade, step and level for the job classification to which they are assigned. No other assignment in the District will be taken at the same time as the seasonal or special assignment.

7.4.1. Summer School – Summer School positions will be posted for employees to apply where applicable. Interested members will submit an interest form.

7.5. **Rate of Pay** - Time and one-half the regular rate of pay shall be paid for all hours actually worked in excess of forty (40) in a single week. Compensation shall not be paid twice for the same hours. Overtime shall appear on the employee's check stub.

7.6. **Overtime Distribution** - Overtime shall be compulsory only in the event of an emergency, which is defined as any condition beyond the control of management, which needs immediate attention. Overtime shall be voluntary and there shall be no discrimination against employees who decline to work overtime.

7.6.1. Overtime for employees shall, to the extent possible, be distributed first to the Teacher Assistant assigned to the student(s) necessitating the overtime. In the event that more than one Teacher Assistant is assigned to said student(s), the District shall assign the overtime to the Teacher Assistant who, in its sole discretion, best meets the needs of those students. In the event that the Teacher Assistant assigned to the student(s) necessitating the need for overtime is unwilling or unable to work said overtime, the overtime shall be assigned at the District's discretion.

ARTICLE 8 - LEAVE OF ABSENCE

8.1. Paid Time Off - Employees shall earn paid time off (PTO) as follows:

8.1.1. At the beginning of each school year, following one (1) day of work, teacher assistants will be credited with eleven (11) days of PTO. Teacher assistants who are hired after the start of the school year will receive a prorated amount of PTO after they complete their probationary period.

8.1.2. Notwithstanding the front loading of PTO provided in 8.1.1, PTO shall accrue at a rate of 1.1 days per month worked. If a teacher assistant uses more PTO than they have earned and separates from employment before accruing that time, the district may deduct the value of the unearned time from their final paycheck.

8.1.3. All employees may carry over unused PTO days to the next year (July 1 to June 30) and may accumulate not more than twenty (20) PTO days. If, at the end of a year, an employee has accumulated more than (20) PTO days, the employee shall be paid for not more than five (5) of the accumulated days in excess of twenty (20). Any accumulated days in excess of twenty (20) for which the employee is not entitled to be paid shall be lost.

8.1.4. Employees hired before July 1, 2010, who have accumulated sick days may use such days as sick days after they have exhausted all of their PTO. Such accumulated sick days may be used for absences due to illness or injury of the employee, including disability due to pregnancy or termination of pregnancy, and for absences because of illness or disabling accident of the employee's immediate family (spouse, children and parents of the employee and spouse) not to exceed five (5) days per year.

8.1.5. PTO days for reasons other than illness must be scheduled in writing at least forty-eight (48) hours in advance through communication with their immediate supervisor. The Employer may require proof of illness after three (3) consecutive unscheduled days. The Employer may require the employee to take a medical evaluation by the Employer-designated physician at no cost to the employee. Fraudulent application for a leave or improper use of a leave will result in discipline up to and including dismissal.

8.1.6. Probationary employees shall accumulate PTO during probation and will be entitled to paid PTO upon completion of their probationary period.

8.1.7. The purpose of PTO and sick leave days is to allow for the payment of the wages the employee otherwise would have earned on the workday to which the PTO or sick leave day is applied. For Teacher Assistants, a PTO day will be paid at the number of hours they work per day at the employee's regular rate.

8.1.8. At the time that the employee either: 1) exhausts PTO and sick leave days; or 2) uses all of that portion of PTO and accumulated sick leave days desired, the employee, if the disability has ended, shall be eligible to return to work or begin a leave of absence, if requested, in accordance with the provisions of Article 9 (9.4).

8.1.9. Attendance Policy

Absences from work for any reason other than those provided for in this Agreement (listed below) will be considered "unexcused," and employees who incur unexcused absences will be subject to discipline, up to and including termination.

Exceptions:

Absences Due To The Following Will Not Be Considered Unexcused:

- Jury Duty (Pursuant To Agreement) Bereavement (Pursuant To Agreement)
- Short-Term Disability Leave With Accepted Medical Verification (Pursuant To Agreement)
- Family Medical Leave Act Leave (Pursuant To Agreement)
- Approved Unpaid Leave Of Absence (Pursuant To Agreement) PTO (Pursuant To Agreement)
- Approved Paid Leave - Association, Etc. (Pursuant To Agreement)
- Paid leave days may not be used on school days immediately preceding or following holiday or vacation periods.

8.2. Leave of Absence with Pay

8.2.1. Funeral Leave. Absence because of death in the immediate family or step-family (spouse, children, mother, father, brother, sister, grandparents or grandchildren of the employee and spouse) not to exceed five (5) days for each occurrence. Said leave must be taken within 30 days from the date of death.

8.2.2. Witness Leaves. Court appearance(s) as a witness in any case connected with the employee's employment with the District, during the individual's scheduled work time, will be leave with pay not charged against PTO or sick leave. However, when the court appearance is the result of a criminal charge, misdemeanor or felony brought against the employee, time lost will be charged against PTO or sick leave if the employee is found guilty.

8.2.3. Emergency Leave. Emergency Leave requiring the presence of the employee to protect their family property, or interests will be leave with pay not charged against PTO or sick leave.

8.2.4. Jury Duty. An employee who serves on jury duty will be paid their regular pay. The employee will be required to turn in their proof of service from the courts.

8.2.5. Limitation. A limit may be placed on the number of employees from a Department allowed to be absent at the same time for PTO for reasons other than illness pursuant to the following schedule:

Teacher Assistant	Limit
1 through 4 employees in a Department	1 employee at a time
5 through 9 employees in a Department	2 employees at a time
10 or more employees in a Department	3 employees at a time

8.3. Leave of Absence Without Pay

8.3.1. The unpaid leave provisions of this Agreement shall be construed consistently with the requirements of the Federal Family and Medical Leave Act (FMLA). All unpaid leaves required by FMLA shall be cumulative with, and not in addition to, any other applicable leave, paid or unpaid, provided for in this Agreement.

8.3.2. Except for FMLA leaves, leave of absence without pay or fringe benefits for a reasonable period not to exceed one (1) year will be granted when requested in writing by an employee who has been employed for two (2) or more consecutive years with the Jackson Public Schools. A second year may be granted, at the option of the Employer, if requested at least sixty (60) days before the expiration of the original approved leave. Such leaves may include:

8.3.2.1. Serving in any elected or appointed position, either public or Union.

8.3.2.2. Personal illness, either physical or mental.

8.3.2.3. Prolonged illness in the immediate family, limited to spouse, children and parents of employee.

8.3.3. Child care leave of absence will be granted upon written request of the employee to the Executive Director of Human Resources. A child care leave of absence may be granted an employee with less than two (2) consecutive years with the District. In the event of miscarriage or should the death of the child occur during the period of child care leave, the termination of the leave may be relaxed by the Executive Director of Human Resources. A child care leave may be extended once for a period of one (1) year.

8.3.4. Military leave shall be granted as required by USERRA or Michigan law. The School District shall pay the difference, if any, between regular pay of the employee and military pay for a period not exceeding fifteen (15) calendar days in any calendar year.

8.3.5 In addition to leaves authorized above, the Executive Director of Human Resources may authorize an employee to be absent without pay or fringe benefits for reasons of extension of PTO for a period or periods not to exceed ten (10) work days in any fiscal year.

8.3.6. Educational Leave - A leave of absence for educational purposes without pay or fringe benefits may be granted to an employee under the following terms and conditions:

8.3.6.1. Employees are eligible for an educational leave after two (2) years of service with the District.

8.3.6.2. Application for the leave must be submitted to the Human Resource Office by July 1 for the fall semester, November 1 for the winter semester, March 1 for the spring semester, and May 1 for the summer semester. If there is more than one (1) application from a department, the most senior will be granted the leave.

8.3.6.3. An individual employee may take one (1) educational leave per school year. An employee may not take consecutive leaves.

8.3.6.4. The educational leave is one (1) semester in length, according to an approved program at a State Department of Education approved college or university.

8.3.6.5. One (1) employee from each department may be granted an educational leave for each semester.

8.3.6.6. An employee taking an educational leave must be enrolled in an approved program at a State Department of Education approved college or university. The employee must provide verification of this enrollment.

8.3.6.7. The employee must provide the District with a transcript from an approved program at a State Department of Education approved college or university attended showing the grades received.

8.3.6.8. An employee may return early from the educational leave with ten (10) working days written notice. An employee who withdraws from the approved program at a State Department of Education approved college or university must notify the District within ten (10) working days of the withdrawal.

8.3.6.9. The position of the employee on educational leave shall be posted pursuant to Article 16. The last position open by the successful bidder shall be filled by a substitute.

8.4. **Return from Leave of Absence Without Pay** - Return from leave of absence without pay is subject to the following provisions:

8.4.1. Return from leave to be requested in writing fifteen (15) days prior to termination of said leave of absence.

8.4.2. If the leave is for personal illness or injury, a physician's statement that the employee is able to resume regular duties will be required.

ARTICLE 9 - HEALTH, WELFARE, RETIREMENT PENSION

9.1 Insurance shall be provided by the Employer on an optional basis to the employee and their family provided that the employee meets the eligibility requirements.—Appendix B explains the coverage provided.

9.2. Both parties shall establish safety committees that meet upon mutual request.

9.3. PTO and sick leave allowance for employees injured while working for the Jackson Public Schools system and thus becoming eligible for Workers' Compensation benefits shall be as follows:

9.4. Only regular employees working at least thirty (30) hours or more per week shall receive full benefits. Full benefits include life insurance, dental insurance, health insurance and vision insurance.

ARTICLE 10 - REPRESENTATION

10.1. Union Representation

10.1.1. Members of the Union selected to attend conventions or education conferences of the Union shall be allowed ten (10) working days per year total for the unit without loss of time or pay to attend such conventions or conferences. If additional time is needed, it may be done without pay upon advance notice to the Director of Operations.

10.1.2. The local Union shall be allowed to use school facilities after properly reporting to the Director of Operations and receiving approval from the Director of Operations.

10.1.3. For the purpose of collective bargaining and negotiations, the Union will be represented by five (5) committee members from the bargaining unit who are employees of the Jackson Public Schools and the local Union President.

10.1.4. Every effort will be made to schedule any Association business at times, which do not require a substitute. The President shall be an eight (8) hour employee for their regularly scheduled position.

ARTICLE 11 - SPECIAL CONFERENCE and PROFESSIONAL COUNCIL

11.1. Special Conferences for important matters will be arranged between the local President or his/her designee and the Director of Operations at the request of either party. There shall be at least two (2) representatives from each, the Union and the Board, in attendance at the meeting. Arrangements for such Special Conferences shall be made in advance and an agenda provided in writing, prepared by the party requesting the Conference listing the items to be discussed at the special meeting and shall be presented at the time the conference is requested. Matters taken up in Special Conferences shall be convened within twenty (20) days after the request is submitted. This meeting may be attended by a representative of MEA. When the Conference involves a policy grievance, a written reply will be issued within ten (10) days.

11.2. Professional Council shall be composed of three (3) members appointed by the Superintendent and three (3) members appointed by the Association, at least one (1) of whom was a member of each bargaining team who negotiated this Contract.

The JESPA Professional Council shall meet at regularly scheduled times and when requested by either party to discuss and study issues relating to the school system.

The Professional Council shall act as a negotiating committee, which shall review the administration of the Agreement. Should consensus be reached, then these amendments shall be subject to ratification by the Board and the Association. The Professional Council shall be

empowered to effect relief to resolve special problems pending ratification by the Association and the Board. In no way is this intended to bypass the grievance procedure.

The clerical expenses of the Professional Council shall be paid by the Board.

The Professional Council is empowered to form subcommittees composed of Association members and administrators to study issues and report. Upon completion of their study and report on the issue assigned to it, each subcommittee shall be considered dissolved.

In the event the Professional Council meetings are held during regularly scheduled work time, representatives shall be released from their work duties without loss of pay.

ARTICLE 12 - SENIORITY

12.1. The probationary period will include forty-five (45) calendar days while school is in session. Upon satisfactory completion of the probationary period previously described, the employee shall be entered on the seniority list.

12.2. The Union shall represent probationary employees for the purpose of collective bargaining as set forth in this Agreement, except discharged and disciplined employees for other than Union activities.

12.3. Seniority shall be on a system-wide basis in accordance with the employee's last date and time of hire.

12.4. Seniority shall not be affected by race, sex, or marital status.

12.5. The Board shall provide the Union an updated chronological seniority list during October and April of each year to the Union.

ARTICLE 13 - LOSS OF SENIORITY

13.1. An employee shall lose his/her seniority for the following:

13.1.1. They quit.

13.1.2. They are discharged.

13.1.3. They are absent for three (3) consecutive working days without notifying the Employer. After such absence, the Employer will notify the employee in writing at his/her last known address that his/her employment has been terminated; under extenuating circumstances, exceptions shall be made.

13.1.4. They do not return to work when recalled from a layoff as set forth in the recall procedure. Under extenuating circumstances, exceptions may be made.

13.1.5. In the event of a layoff, employees will be dropped from the seniority list when layoff time exceeds his/her seniority, or one (1) year, whichever is greater.

13.1.6. They retire.

13.2. Employees shall continue to accrue seniority only for extended service with the Armed Forces of the United States, for the first ninety (90) calendar days of any other approved unpaid leave of absence, and for paid leaves of absence; provided, however, an employee on an extended leave of absence for a serious health condition (as defined in the Family and Medical Leave Act) may request an additional extension of seniority accrual. The request shall be made to the Professional Council, which shall consider the request and make a recommendation to the superintendent or designee. Final decision on any such request shall be made by the Superintendent or designee.

ARTICLE 14 - SENIORITY OF OFFICERS AND STEWARDS

14.1. Notwithstanding their position on the seniority list, the President, Vice-President, Secretary, Treasurer and Chief Stewards of the local Union shall, in the event of job elimination or layoff, be employed as long as there is a job for which they are qualified and if laid off, shall be recalled to the first open job in the District for which they are qualified.

ARTICLE 15 - LAYOFF AND RECALL PROCEDURE

15.1. Definition

15.1.1. The word "layoff' means a reduction of the work force.

15.1.2. Temporary employees and probationary employees shall be laid off first.

15.1.3. A part-time employee is any employee scheduled to work less than thirty (30) hours per week.

15.2. Layoff

When employees are subject to layoff, the Executive Director of Human Resources will communicate with union leadership regarding employee selection, which will be based on discipline, attendance, seniority, and evaluations.

15.3. Procedure for Recall

15.3.1. An employee with seniority who has been laid off shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the following steps:

15.3.1.1. When employees covered by the Agreement are to be recalled, they may be recalled in reverse numerical order to the layoff.

15.3.1.2. A certified letter shall be sent to the last known address of the employee and a copy sent to the local President.

15.3.1.3. A telephone call will be made to the employee to be recalled.

15.3.1.4. The employee shall be recalled to a vacant position.

15.3.1.5. If an employee fails to report to work within five (5) days from the date of notice, they shall be considered to have quit.

15.3.1.6. If there are temporary assignments of less than eight (8) hours a day, the last person to be recalled would take the assignment that was less than eight (8) hours a day and a more senior person on recall would be entitled to take the eight (8) hour a day assignment.

15.4. **Notice to Union** - The Union shall be given written notice at least thirty (30) calendar days prior to any layoff of an employee as a result of Article 14.

15.5. **Procedure for the Reduction of Hours**

15.5.1. When a full time employee's hours are reduced, that employee shall first have the option of remaining in the reduced position. If the option is not selected, they shall replace the least senior full time employee.

ARTICLE 16 - JOB POSTING AND VACANCIES

16.1. A joint committee of Union and management personnel shall meet and develop the minimum requirements for each position in the bargaining unit. This committee shall have equal representation.

16.2. A vacancy exists and will be posted when:

16.2.1. A new classification or job is created.

16.2.2. An employee retires, dies, or quits.

16.2.3. An employee is rightfully discharged.

16.2.4. An employee is transferred.

16.2.5. An employee is granted a leave of absence exceeding sixty (60) working days.

16.2.6. Notwithstanding the foregoing or any provision in Article 14, whenever a teacher assistant is displaced during the school year the District shall have the right to reassign the displaced employee for the remainder of the school year; provided, they maintain the employee's hours.

16.2.7. When a teacher assistant vacancy occurs during the school year the District will post the vacancy. The District may fill the resulting vacancy with a substitute or a new hire for the remainder of the school year.

16.3. The Employer agrees to post notice of these vacancies on the Union bulletin board within ten (10) working days of the vacancy for a period of five (5) working days setting forth requirements for the position.

ARTICLE 17 - TRANSFER OF EMPLOYEES

17.1. If an employee is transferred to a position under this Employer, not included in the unit, they shall not accumulate seniority. The employee may return to the bargaining unit within two (2) years when there is a vacancy to which his/her seniority entitles them. No employee shall retain seniority in the unit after two (2) years.

17.2. No employee shall be required to perform work other than that specified in his/her job description.

ARTICLE 18 - INSERVICE TRAINING

18.1. All employees within the unit shall be required to participate in the Board of Education's in-service training program. Any employee failing to do so will not be eligible for pay during the period that the training is being held.

18.2. Employees may enroll for courses that would directly relate to their employment with the School District provided that:

18.2.1. Enrollment in such courses must have prior approval of the department head.

18.2.2. Fees for approved courses shall be paid by the Board of Education.

18.2.3. Courses shall be limited to one (1) per semester; exceptions may be made.

18.2.4. Request for approval must be made in writing, stating course, fees and meeting dates at least two (2) weeks in advance of the first meeting.

18.3. **Premium Pay for Training** - The semi-monthly salary of employees in the bargaining unit will be increased after satisfactory completion of approved training courses as follows:

18.3.1. When one hundred fifty (150) hours of appropriate training courses are completed satisfactorily, ten cents (.10) per hour will be added to the hourly rate of the employee.

18.3.2. When two hundred twenty-five (225) hours of appropriate training courses are completed satisfactorily, a total of fifteen cents (.15) per hour will be added to the hourly rate of the employee.

18.3.3. When three hundred (300) hours of training courses are completed satisfactorily, a total of thirty cents (.30) per hour will be added to the hourly rate of the employee.

18.4. **In-Service Training Provision** - The Employer will pay necessary expenses for required in-service training.

ARTICLE 19 - HOLIDAYS

19.1. Holidays

19.1.1. The following days shall be recognized and observed as paid holidays:

Labor Day
½ Day Wednesday before Thanksgiving
Thanksgiving Day
Friday after Thanksgiving
Day before Christmas
Christmas Day
New Year's Eve
New Year's Day
Martin Luther King Day Presidents' Observance Day
½ Day Good Friday
Spring Break
Memorial Day
Other days designated by the Board.

19.1.2. Whenever any of the above holidays shall fall on Saturday, the preceding Friday shall be observed as the holiday. If the holiday falls on Sunday, the following Monday shall be observed as the holiday. If a holiday falls on an employee's regularly scheduled day off, they shall observe such holiday on his/her closest regularly scheduled working day.

19.1.3. The employee shall be eligible for holiday pay under the following conditions:

19.1.3.1. The employee would have been scheduled to work on such a day if it had not been observed as a holiday, unless the employee is on sick leave or other authorized leave with pay.

19.1.3.2. The employee worked his/her last scheduled full work day prior to the holiday, including a training or professional development day before Labor Day, (first half of the day on those days designated a one-half day off) and also worked on the following scheduled work day unless the employee is on sick leave, or other authorized leave with pay.

19.1.3.3. If the holiday is observed while on sick leave, the holiday will not be deducted from his/her sick leave allowance.

ARTICLE 20 – MENTOR TEACHER ASSISTANTS

20.1. Mentor Teacher Assistants

20.1.1. Each new teacher assistant shall be assigned a mentor teacher assistant during the new teacher assistant's first school year.

20.1.2. The mentor teacher assistant shall be available to provide professional support, instruction and guidance. The purpose of the mentor assignment is to provide a peer who can offer assistance, resources and information in a non-threatening collegial fashion. Participation as a mentor shall be voluntary.

20.1.3. The following shall apply to a mentor teacher assistant:

20.1.3.1. Mentors shall be teacher assistants with at least one (1) year of experience and a current evaluation rating of at least effective.

20.1.3.2. Whenever practical, mentors shall work in the same building and shall have the same job description as the new teacher assistant.

20.1.3.3. Mentors shall not participate in the evaluation of a new teacher assistant.

20.1.3.4. Each mentor shall be given the equivalent of one (1) workday each year increments of time to observe and/or assist the mentor's mentee.

20.1.3.5. Each mentor shall earn two hundred ($200) stipend per trimester.

20.1.4. The Association shall be promptly notified of all mentor assignments.

ARTICLE 21 - GENERAL PROVISIONS

21.1. Neither party shall unlawfully discriminate against any party because of the employee's age, sex, marital status, race, color, creed, national origin, union or political affiliation.

21.2. Union Bulletin Board - The Employer will provide bulletin boards in each building, which may be used by the Union for posting notices of the following types:

1. Notices of recreational and social events.
2. Notices of elections.
3. Notices of results of elections.
4. Notices of meetings.
5. Other Union business.

21.3. Supervisory employees and other employees not covered by the bargaining unit shall not perform work within the bargaining unit except in case of emergency, when no other employees are available and for the training or instruction of employees, including demonstration of proper methods to accomplish the task assigned.

21.4. Past Practice -All past practices are hereby terminated and shall not be construed or used as precedent for changing any of the terms of this Agreement unless mutually agreed upon between the parties hereto.

21.5. PTO days will be computed on the fiscal year and prorated when the employee has worked a part of a year.

21.6. Employee Protection Clause

21.6.1. Any case of criminal assault upon an employee, while working in or on school property, shall be promptly reported to the proper police authorities by the Board or its designated representative. The Board will provide legal counsel to advise the employee of their rights and obligations with respect to such assault.

21.6.2. Time lost by an employee in connection with any incident mentioned in Article 20(20.7.1) above shall not be charged against the employee unless negligence or willful misconduct is proven.

21.6.3. Any complaint directed toward an employee shall be promptly called to the employee's attention if such complaint is to be made a part of the employee's personnel file or a matter of written record. The employee may submit a written statement to be attached to and filed with the original complaint.

21.7. Emergency Financial Manager. An emergency financial manager under the Local Government and School District Fiscal Accountability Act may reject, modify, or terminate the collective bargaining agreement as provided in that act. This section was included in the collective bargaining agreement because it is legally required by state law, and not because the parties negotiated over and agreed to the language during collective bargaining. The Association reserves the right to challenge this aspect of the referenced law in the appropriate civil court forum and to argue that this section is not binding on the parties. This reservation of right does not include challenging the Employer relative to this issue.

ARTICLE 22 - TERMINATION and MODIFICATION

22.1. This Agreement shall become effective July 1, 2026 and shall continue in full force and effective until June 30, 2029.

22.1.1. If either party desires to terminate this Agreement, it shall, sixty (60) days prior to the termination date, give written notice of termination. If neither party shall give notice of amendment, as hereinafter provided, or if each party giving a notice of termination withdraws the same prior to termination date, this Agreement shall continue in effect from year-to-year thereafter subject to notice of termination by either party on sixty (60) days written notice prior to the current year's termination date.

22.1.2. If either party desires to modify or change this Agreement, it shall, sixty (60) days prior to the termination date or any subsequent termination date, give written notice of amendment, in which event the notice of amendment shall set forth the nature of the amendment(s) desired. If notice of amendment or amendments of this Agreement has been given in accordance with this paragraph, and the parties cannot agree to said amendment or amendments within a period of forty-five (45) days, this Agreement, in that event, may be terminated by either party on ten (10) days written notice thereafter. Said time within which to reach an agreement may be extended by mutual consent without either party waiving its right to terminate this Agreement in its entirety within ten (10) days after any period or periods, if an agreement is not reached between the parties. Any amendments that may be agreed upon shall become and be a part of this Agreement without modifying or changing any of the other terms of this Agreement.

22.1.3. Notice of Termination or Modification - Notice shall be in writing and shall be sufficient if sent by certified mail; if to the Union, addressed to the President and UniServ Director, and if to the Employer, to the Superintendent of Schools at any such address as the Union or the Employer may make available to each other.

In witness thereof, the parties have executed this Agreement by their duly authorized representatives the day and year first above written.

22.1.4. The parties will negotiate the impact of any state or national health insurance program, which might occur during the term of this Agreement.

DURATION OF THIS AGREEMENT

This Agreement shall be effective as of July 1, 2026 and shall continue in effect through June 30, 2029. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. This Agreement may be extended by mutual agreement, in writing, signed by both parties. All provisions of the previous contract, which were not altered or eliminated by this Tentative Agreement, shall remain as is in this Agreement.

In Witness Thereof, the parties have executed this Agreement by their duly authorized representative.

JACKSON EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION/JCEA/NEA JACKSON, MICHIGAN

For the Association

UniServ Director

THE BOARD OF EDUCATION JACKSON PUBLIC SCHOOLS JACKSON, MICHIGAN

For the Board

Superintendent

APPENDIX A
JESPA INDEX
Teacher Assistants

2026-27	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly wage	N/A	N/A	$18.99	$20.22	$21.43	$22.90	$24.30

2027-28	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly wage	N/A	N/A	$19.37	$20.62	$21.85	$23.35	$24.78

2028-29	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Hourly wage	N/A	N/A	$19.56	$20.83	$22.07	$23.59	$25.03

Teacher Assistants will step from their current step placement to the next step (i.e. Teacher Assistants currently receiving Step 5 pay will move to Step 6).

Teacher Assistants will receive step advancement in each year of the contract.

APPENDIX B
INSURANCE

The following insurance benefits shall be provided by the Board for all eligible bargaining unit members. All JESPA members are required to carry insurance, through the district or a different recognized carrier.

A. Employees Electing Health Insurance:

1. Health Insurance – WMHIP BCBS Options
   a. BCBS PPO - $1000/$2000 deductible – 0% coinsurance
   b. BCBS HSA - $2000/$4000 deductible – 0% coinsurance
2. Dental Insurance – Delta Dental (MESSA) - The District will provide a Dental coverage plan for employee and their family as follows: 100% Diagnostic & Preventative; 90% Basic Services; 90% Major Services; 90% Orthodontics
3. Vision Insurance – VSP 3 (MESSA) - The District will provide Vision insurance for the employee and their family.
4. Long Term Disability – OneAmerica - The District will provide long-term disability insurance for the employee. Benefit of 66 2/3% of salary – max monthly $7,000; maximum monthly salary of $10,500; waiting period – 90 CDMF
5. Life Insurance – OneAmerica - The District will provide life insurance based on 1.5x employee's salary – max $225,000
6. Accidental Death and Dismemberment Insurance – The District will provide a policy for the employee based on 1.5x salary – max $225,000

B. Employees Not Electing Health Insurance:

1. The employee will receive a cash-in-lieu of electing health insurance amount **$5400/year** spread over 20 pays ($270/pay) after providing proof of other coverage. Cash in lieu will not be paid prior to the receipt of proof of insurance coverage.
2. Dental Insurance – Delta Dental (MESSA) - The District will provide a Dental coverage plan for employee and their family as follows: 100% Diagnostic & Preventative; 90% Basic Services; 90% Major Services; 90% Orthodontics
3. Vision Insurance – VSP 3 (MESSA) - The District will provide Vision insurance for the employee and their family.
4. Long Term Disability – OneAmerica - The District will also provide long-term disability insurance for the employee. Benefit of 66 2/3% of salary – max monthly $7,000; maximum monthly salary of $10,500; waiting period – 90 CDMF
5. Basic Life Insurance – OneAmerica - The District will provide life insurance based on 1.5x of employee's salary – max $225,000
6. Accidental Death and Dismemberment Insurance – The District will provide a policy for the employee based on 1.5x salary – max $225,000

NOTE: No double coverage allowed. Those having health care coverage available through a spouse must choose to drop the Board provided coverage and take Plan B or take the Board provided plans and be excluded from the spouse's health coverage.

Jackson Public Schools

Human Resources

522 Wildwood Ave. | Jackson, Michigan 49201
Phone 517-841-2154 | Fax 517-768-5193
jpsk12.org

The following is an addendum to the previously-bargained 2026-29 contract between JESPA and Jackson Public Schools District. This language was already bargained but inadvertently left out at last draft. Per JESPA President Lori Guilfoil and Executive Director of HR, Jessica Carter, this language is presented on August 17, 2026 as discussed.

ARTICLE 20 – MENTOR TEACHER ASSISTANTS

20.1. Mentor Teacher Assistants

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20.1.3. The following shall apply to a mentor teacher assistant:

20.1.3.1. Mentors shall be teacher assistants with at least one (1) year of experience and a current evaluation rating of at least effective.

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20.1.3.3. Mentors shall not participate in the evaluation of a new teacher assistant.

20.1.3.4. Each mentor shall be given the equivalent of one (1) workday each year increments of time to observe and/or assist the mentor's mentee.

20.1.3.5. Each mentor shall earn two hundred ($200) stipend per trimester. ***As a condition of payment, mentors are required to submit completed mentor logs at the end of each trimester prior to the disbursement of the stipend.***

20.1.4. The Association shall be promptly notified of all mentor assignments.

Lori Guilfoil Mitten Rehberg

JESPA President | UniServ Director | Superintendent