

ARTICLE I

Recognition

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

ARTICLE II

Association and Jackson Intermediate Education Association Rights

- A. Applicable Laws, Policies, etc. The Association agrees to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employees' rights and responsibilities. The Association also agrees to follow Board of Education written policies and procedures not inconsistent with the terms of this Agreement.
- B. Use of Facilities. The J.I.E.A. and its members shall have the right to use school facilities for meetings, upon approval of the Superintendent or building administrator, as long as such meetings do not interfere with regularly or previously scheduled school approved activities. Such use of the buildings shall be without charge on regular school days. Requests for evening or weekend use shall

be subject to the approval of the Superintendent, when requested in writing in advance, and subject to the following limitation plus regular scheduling procedures. When such evening or weekend use results in added cost to the District, such costs will be billed to and paid by the Association.

- C. Transaction of Association Business. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations. Such representatives shall notify the school of their presence.
- D. Use of Equipment. The J.I.E.A. shall have the right to use Board designated office equipment. The arrangements for use of equipment and necessary supplies shall be made with the Secretary to the Director of Special Education. The use of the office equipment will be permitted provided costs of operation are met by the Association.
- E. Bulletin Boards. The Association shall have the right to post notices of activities and matters of Association concern on Association bulletin boards, one of which shall be provided in the Kratz Educational Center, one in the Lyle A. Tarrant Center and the Kit Young Center.
- F. Information. The Board agrees to furnish to the Association in response to reasonable written requests, regular and routine available public information, including but not limited to, the financial resources of the District, including salaries paid to employees and their years of experience and training and such financial reports as are routinely prepared for the Board of Education. If duplication of reports for the Association results in additional cost to the District, such costs will be billed to and paid by the Association.
- G. Board Agendas. The Association shall have the right to present the Board with such items as it may wish to be included on the agenda of any regular Board meeting.
- H. Association Days. At the beginning of each school year the Association shall be credited with a total of ten (10) days to be used by employees, provided the Association reimburses the Board for the salary of the employee. 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.
- B. Non-Discrimination. Neither the Board nor the Association will unlawfully discriminate with regard to race, creed, religion, ethnic group, national origin, age, sex, marital status, weight, height or non-job interfering handicap in the application of the provisions of this Agreement.
- C. Private Life. The private life of an employee is his/her own affair unless the employee's conduct shall adversely affect his/her relationship with students or the discharge of professional duties.
- D. Laws and Statutes. The Board and the Association agree to abide by Act 379 of the Public Acts of 1965 and to all applicable laws and statutes pertaining to employee rights and responsibilities. The employer will comply with the Americans with Disabilities Act and attempt to accommodate the employee's work restrictions within his/her current assignment.
- E. Just Cause. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. No employee shall be deprived of any benefit heretofore enjoyed except when said change is in the best interest of the school district, and the Board of Education shall make such decision. All information forming the basis for disciplinary action will be made available to the employee and the Association.
- F. Drug and Alcohol Policies. In the event the Board should meet to modify its current policy pertaining to alcohol and drug use, the Board will consult with the Association prior to any such modification.

ARTICLE IV

Board Rights

- A. It is agreed that all rights which ordinarily vest in and have been exercised by the Board, except those which are clearly relinquished herein by the Board, shall continue to vest in and be exercised by the Board without prior negotiations with

the Association. The Board, as in the past, will continue to have such rights which will include, by way of illustration and not by way of limitation, the right to:

1. Establish policies, manage and control the Intermediate District, its equipment, and its operations and to direct its working forces and affairs.
2. Continue its policies and practices of assignment and direction of its personnel, determine the number of personnel and scheduling of all the foregoing, and the right to establish, modify or change any work or business or school hours or days, but not in conflict with the specific provisions of this Agreement.
3. Hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion; and to promote, transfer and assign all such employees; and to determine the size of the work force and lay off employees.
4. Determine the services, supplies, and equipment necessary to continue its operations and to determine all methods, schedules and standards of operation, the means, methods, and processes of carrying on the work including automation or contracting thereof or changes therein, the institution of new and/or improved methods of changes therein.
5. Adopt reasonable rules and regulations.
6. Determine the qualifications of employees, and, if necessary, include physical and mental health examinations by appropriate medical personnel, the costs thereof to be borne by the Board.
7. Determine the number and location or relocation of its facilities.
8. Determine the placement of operations and source of materials and supplies.
9. Determine the financial policies, including all accounting procedures, and all matters pertaining to public relations.
10. Determine the size of the administrative organization, its functions, authority, amount of supervision and table of organization, provided that the Board shall not abridge any rights from employees as specifically provided for in this Agreement.

11. Grant leaves of absence as deemed appropriate, including but not limited to the following:
 - a. Leaves for extended illness and/or rest.
 - b. Leaves for advanced study and/or travel.
 12. The foregoing are not to be interpreted as abridging or conflicting with any specific provision in this Agreement.
- B. The matters contained in this Agreement and/or the exercise of any such rights of the Board are not subject to further negotiations between the parties during the term of this Agreement except by mutual consent of both parties.

ARTICLE V

Agency Shop 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.

All employees in the bargaining unit shall, on or before the thirtieth (30th) work day following the beginning of the school year, the beginning of their employment, or the execution of this Agreement, whichever is later, as a condition of employment or of continued employment, on forms provided by the Association either:

1. Become members of the Association (including the Michigan and National Education Associations), or
 2. Pay to the Association an amount of money which the Association certifies in writing as a cost equal to the negotiation and administration of this Agreement.
- B. Non-Compliance. In the event that an employee does not comply with the requirements of Section A, 1 or 2 above, such employee shall be terminated at the end of the current semester or thirty (30) days, whichever is later, providing:
1. The employee to be terminated does not contest the discharge before the Michigan Tenure Commission or a court of competent jurisdiction. Should said employee contest the discharge, the employee shall not be terminated

until such time as the employee has obtained a final decision relative to the discharge or until the employee has ceased to pursue the legal remedies available by making a timely appeal of any decision rendered in said matter by the Michigan Tenure Commission or a court of competent jurisdiction.

2. The Association has fulfilled its judiciary obligations by sending written notice to the employee that he/she has an obligation to tender dues or service charge, the reasonable date for such obligation, the amount of such tender, and to whom such tender is to be made. A copy of such notice shall be sent to the Board.
 3. The Association has fulfilled its responsibilities by sending certified mail, return receipt requested, written notice to the employee (copy to the Board) that said employee has not fulfilled obligations by the requisite date or reasonable period of time thereafter, and that a request for termination was being made to the Board.
 4. The Association has stated in the request for termination that such request is in conformance with the provisions of this Article; that the employee has not complied with his/her obligations; that it is an official request of the Association; and that the "save-harmless" clause, set forth below, shall be put into effect.
- C. Hold Harmless. The Association agrees to indemnify and save the Board, each individual School Board member and all administrators, harmless against any and all claims, demands, costs, suits or other forms of liability and all costs or administrative agency costs that may arise out of or by reason of, action taken by the Board for the purpose of complying with this Article.
- D. Authorization. Any employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association including the Michigan Education Association and the National Education Association.
- E. Transfer of Funds. With respect to all membership dues or service charges deducted by the Board pursuant to authorization of the employee, the Board agrees to remit to the Association such sums. The Association agrees to advise the Board promptly of changes in its membership and to furnish any other information needed by the Board to fulfill the provisions of this Article and not otherwise available to the Board.
- F. Payroll Deductions. Upon appropriate written authorization from the employee the Board shall deduct from the salary of any employee and make appropriate

remittance for annuities, credit union, savings bonds, United Fund, and Association service fees. The Board will deduct for available insurance options and other plans, which have been approved by the Board.

ARTICLE VI
Caseloads, Assignments and Working Conditions

A. Hours.

1. Length of Day, Week. Full-time employees 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, whichever is less, inclusive of planning time, but exclusive of relief and lunch period.
2. Professional Responsibility. The parties further agree that it is the professional responsibility of employees to spend additional time without additional compensation in both the preparation and provision of specialized educational services.
3. Change in Schedule. Intermediate School District office staff shall be kept informed by each employee of his/her scheduled working day and any changes therein.
4. Time Schedule Adjustment. Time schedule adjustments for certain work performed beyond the work week may be made with prior Employer approval.
 - a. To qualify for time schedule adjustments, work beyond the thirty-three and three quarters (33.75) hour work week, shall include only the following activities:

Class Room Employee

IEPC meetings

Data review meetings

Home visits

Mandatory attendance at meetings

Supervisor approved activities

Itinerant Employee

IEPC meetings

Data review meetings

Mandatory attendance at meetings

Home visits with a student whose parents are routinely unavailable during the work day

Supervisor approved activities

- b. Time schedule adjustments shall be taken only during non-student contact time. Said time schedule adjustments shall not exceed twenty (20) hours. Such adjustments shall be taken within three (3) months of the week in which earned but no later than the end of the current contract year. Approval of the time schedule adjustments are at the discretion of administration.
5. School Closure. When school is closed due to inclement weather, fires, epidemic, mechanical failure, health conditions or other acts of God, the staff shall not be required to report to work.
6. Rescheduling of Days. Scheduled days of student instruction which are not held for any reason may be rescheduled by the Board if it is necessary to do so in order to satisfy the minimum number of days of student instruction required by law or regulation or to receive full state aid. Employees will receive their regular pay for days that are canceled, but shall work on the rescheduled days with no additional compensation. Rescheduled days shall be added to the end of the calendar, unless the Board and Association mutually agree upon different dates.
7. Reporting Unavailability to Work. Employees shall be informed at the beginning of the school year of a telephone number and a time during which they shall report if they will be unavailable for work.
8. Files and Reports. Each employee shall be responsible for maintaining the proper files of services rendered and such permanent reports as are required by the Board.

B. Class Size and Caseload.

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

C. Qualifications and Assignments.

1. Standards. All employees shall meet and maintain the legal and professional standards required by Part 7 of the School Code of 1976, as

amended, and such other enabling legislation as is applicable to the operation of the Intermediate School District.

2. Degree Requirements. All new special education employees, placed on the professional salary schedule shall have received a bachelor's degree from an accredited college or university.
3. Health Consultant. A bachelor's degree or an R.N. diploma plus one (1) year of appropriate experience shall be the minimum requirements for the position of Health Consultant.
4. Emergency Assignments. No person shall 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 providing affected member(s) are afforded the opportunity to meet with his/her direct supervisor, be allowed an Association representative should the employee so choose, and the reasons for the change put in writing.
6. Additional Assignments. Any assignment in addition to the normal working schedule shall not be obligatory but shall be with the consent of the employee.
7. Constituent School Schedules. All employees shall conform to the holiday and vacation schedules of the constituent school(s) to which they are assigned, but where an individual employee is assigned to schools with differing holiday and vacation schedules, the Director of Special Education or designee, working with the schools involved and the affected employee, shall determine the schedule of the employee provided that the total number of work days shall be as specified in this Agreement.

D. Supplies and Materials.

The Board agrees (1) to keep the Intermediate centers reasonably equipped and maintained; (2) to provide and maintain professional reference materials in the Instructional Materials Center; and (3) to make available telephone service, typing and duplicating facilities and clerical personnel to aid employees, as determined by

the Employer, in the preparation of IEPC invitations, case reports and correspondence, and year-end reports, all of which must be job-related; provided the financial resources are sufficient.

E. Other Working Conditions.

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

ARTICLE VII

Vacancies and Changes in Assignments

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

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

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

- F. Extended Programs.

The following procedures are for extended programming:

1. Professionals and paraprofessionals employed for a longer period of time than the normal school year may, at their option, request personal leave of absence for the portion of their assignment that extends beyond the regular

school year by notifying the District in writing prior to March 1 each year. Based on the leave requests received as required, extended year positions will be posted on or before March 1 for mandated 223 day programs and in compliance with the school district's special education plan, or when the need for the service is determined. Summer program daily work hours will be 4.5 hours for staff with 4.0 hours for the student day. Ancillary services for students will be scheduled through the departments with the approval of administration.

2. For each classroom during the extended school year, one (1) teacher or teacher assistant assigned to the building during the regular school year must accept an extended year assignment as mutually agreed by the classroom employees or as determined by Section F, 5, c below.
3. Extended school year positions shall be posted for seven (7) days. Employees confirming their intent to work the extended portion of their assignments will be given first consideration for their assignments. Other employees indicating an interest in writing in an extended program position will be considered next for these positions. All other certified/qualified applicants will be considered for any remaining positions.
4. Every effort will be made to secure outside personnel through normal posting procedures for positions not filled in accordance with Section F, 2 and 3 above. All such certified/qualified applicants will be considered for these remaining positions.
5. Should insufficient applicants be forthcoming by May 1, employees regularly assigned to such programs must work the extended year as follows:
 - a. New staff notified at the time of hiring that they may be required to work the extended year program;
 - b. If there is no new staff in an affected department, the employees from that department will develop a method of meeting the staffing needs;
 - c. If the employees cannot agree, the employee who will be required to work the extended year program will be determined by lottery. No employee so selected will be required to work two (2) extended year programs in a row.
6. Employees must confirm who will be working the extended program no later than June 1.

G. Summer Vacancies. Employees who wish to be considered for vacancies or new positions which might develop during the summer months shall, during the last week of the regular school year, indicate in writing to the Director of Human Resources their specific interest and provide a summer address. In such cases, the following procedure shall be followed:

1. All employees that have expressed a written interest in a specific position will be notified of the vacancy by certified mail, return receipt requested.
2. The employee(s) so notified shall have the responsibility for contacting the Director of Human Resources indicating interest in said position within seven (7) days of the delivery or attempted delivery of such notification.

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

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

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

J. Shared Assignments.

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

a. Shared Assignment is Defined as:

- 1) Two (2) individuals working each day, but each working less than a full day. A given individual would thus work either mornings or afternoons; or,

- 2) Two (2) individuals working full days but less than five (5) days a week on a regular basis.
- 3) Only one (1) position from any given classroom may be eligible for shared status at any given time.

b. Conditions Pertaining to Shared Assignments

- 1) Employees may request shared assignments by notifying their immediate Supervisor and the Director of Special Education in writing by April 30 for the first semester, and by November 15 for the second semester of the next school year. Requests which are not timely may be considered at the option of the Director of Special Education.
- 2) Employees participating in a shared time assignment are subject to, and may exercise options under Article VII, Vacancies and Changes in Assignments, except that, in instances when an employee requests a transfer or change in assignment this request cannot result in the layoff of another employee.
- 3) An employee participating in a shared assignment will receive one (1) year seniority for the school year in which a shared assignment is in effect, provided the employee works at least one-half (1/2) time. Employees working less than one-half (1/2) time shall have seniority prorated. Salary shall be prorated for time worked, with payments made over either twenty-one (21) or twenty-six (26) pays.
- 4) Sick leave and personal leave days as provided in Article VIII shall be provided on a prorated basis.

Health insurance benefits as stipulated in Appendix B shall be provided. The District will cover the cost of these health benefits on a prorated basis for the amount of time worked (33.75 hour week is full-time). The employee will pay for the remaining health benefit costs.

- c. Return to Full Time Status. An employee timely requesting return to full-time status shall be returned providing an available position exists and providing the return does not result in the layoff of another employee. It is also understood that the junior member of the shared

assignment team may be assigned to any position for which he/she is certified. The senior member of the job share team may be displaced provided both members agree.

- d. Employees on shared assignments who wish to return to full-time status, or make any changes in assignment, must notify their immediate Supervisor and the Director of Special Education in writing prior to April 30 for the first semester or prior to November 15 for the second semester of the next school year. Failure to timely notify the Employer shall cause the participating employees to continue a shared assignment for the next school year.
- e. Filling Shared Assignment Vacancies
 - 1) If one (1) member of a shared assignment team becomes unavailable through resignation, termination, illness, or other reason, the position shall be filled by:
 - a) Offering to increase the remaining job share participant to full-time status.
 - b) Recall a laid-off employee, if qualified, for the position.
 - c) Transfer, or accept request for transfer into the assignment.
 - d) Hire a replacement.
 - e) If above steps are unsuccessful, a substitute may be placed for the remainder of the school year.
 - 2) The remaining member of the job share team will assume the position on a full-time basis for the next school year unless another shared assignment is developed in accordance with the provisions of this Article.

ARTICLE VIII

Leaves of Absence

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

Employees contracted for more than the regular school year shall earn one (1) additional sick day for each four (4) weeks contracted, or major portion thereof, to be used during the extended contract year. During the extended school year an employee may use up to four (4) extended year days from his/her accumulated sick time; except in an authorized medical emergency.

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

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

1. Employee Illness/Accident. Absence due to illness or accident of the employee, including disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

a. Worker's Comp/Employer's Liability Insurance. Should the absent employee receive payment from Worker's Compensation or Employer's Liability Insurance, said employee shall be compensated at his/her regular gross rate, provided, the Board retains the payment resulting from the Worker's Compensation claim or insurance claim, and prorates an amount of sick leave time from the employee's accumulated sick leave days so that the payment from Worker's Compensation or Employer's Liability Insurance plus the gross sick pay is equal to the employee's regular gross pay rate. When an employee's paid sick time is exhausted, the employee shall be placed, by the Employer, on an unpaid leave of absence, up to one (1) year, and receive only the compensation provided by Worker's Compensation or Employer's Liability Insurance.

b. Injured By a Student. If a physical injury covered by the conditions stipulated in Section B, 1, a, above, is caused by the actions of a student or action taken by the employee to protect his/her self or other students from injury, the employee will not be charged with sick leave usage for the first five (5) work days following the physical injury occurrence. Should the physical injury require the employee to remain off work for over ten (10) consecutive work days the District will receive the Worker's Compensation payment for the first week, or the employee shall return to the District an amount equal to his/her gross wages if the employee selects the option under Section B, 1, a, listed above.

c. An employee may elect not to use paid sick time under Section B, 1, a, above and shall be placed, by the Employer, on unpaid leave of

absence, up to one (1) year, and receive only the compensation provided by the Worker's Compensation or Employer's Liability Insurance.

2. Family Illness. Absence due to illness, disabling accident of the employee's spouse, children, and parents of the employee or spouse or members of the immediate household and immediate family, as defined in Subsection C.1, below.
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. Third Personal Business Day. A third personal business day. Such use shall be documented as in Section C, 3, of this Article.

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, brothers, sisters, parents, step-parents, spouse's parents, or grandchildren, and grandparents of the employee or spouse.
2. Jury Duty. Absence when called for jury duty or subpoenaed to testify in court, providing the testimony is not against the Board. Pay to be reduced by amount received for jury duty or witness fee.
3. Personal Business Days. Personal business matters up to two (2) days per year (non-accumulative) **which cannot be scheduled outside the regular school day**. Such use shall be documented by submitting a signed statement indicating use of the day meets the conditions mentioned in this paragraph. Personal business days shall not be granted to engage in other employment, or to pursue other employment. Personal business days may be used to make arrangements for the funeral of any family member or a person who resides in the employee's household. Unused personal business days shall be credited to and accumulate for use as sick leave.

D. Leaves Without Pay.

1. Leaves of absence without pay of up to one (1) year shall be granted by the Board for the following reasons:
 - a. Child Care. Child care following the birth or adoption of a child. Child care 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 two years. Additional leave of absence may be requested and granted in accordance with district procedures and practices as determined by the employer.
2. Other. Leaves of absence without pay of up to one (1) year will be considered by the Board, including but not limited to the following:
 - a. Educational leaves.
 - b. Association leadership.
3. Return from Leave. The Board will return an employee to a comparable position following leaves of one (1) year or less. On all other leaves and leave extensions, the Board will return the employee to the first available position for which he/she is certified and qualified.
4. Notification of Intent to Return. Thirty (30) calendar days prior to the completion of a leave of sixty (60) days or more, the employee shall notify in writing the Employer to give his/her intention to return. If the leave is less than sixty (60) days, the employee shall give such notification in five (5) working days prior to the anticipated date of return.
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. Absence from service in the District for a period of not more than one (1) year under a leave of absence without pay granted by the Board for educational or health reasons shall not be deemed a break in the continuity of service required by this section and shall be computed as year of service in computing the seven (7) consecutive years.
 - 3) Sabbatical Leaves of Absence may be granted to no more than one (1) eligible staff member in a given year.

- 4) A sabbatical leave may be granted for a period of not less than one (1) full semester nor for more than two (2) full consecutive semesters.
- 5) The applicant signs an agreement to return to service with the Jackson County Intermediate School District immediately upon termination of sabbatical leave and to continue in such service for a period of two (2) years.

3. Purposes of Sabbatical Leave.

- a. Sabbatical leave is granted to teachers to permit them to improve their ability to render educational service.
 - 1) Sabbatical Leave may be granted for the following purposes: formal study, research, 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.
- c. The employee will be provided a response to leave requests within forty-five (45) days of the final deadline for application date.

5. Conditions During Leave.

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

- c. All current fringe benefits shall be granted to teachers on sabbatical leave.
- 6. Requirements and Status Upon Return From Sabbatical Leave.
 - a. At the expiration of a sabbatical leave the employee shall be restored to his or her position or to a position 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 for which he/she is qualified and certified and his/her work restrictions can be accommodated as follows:
 - a. voluntary job exchange under Article VII, of the Master Agreement; or
 - b. assigned the first vacancy; or
 - c. change in assignment; or
 - d. on a case-by-case basis, accommodate as mutually agreed to by the Association and the Employer.
- G. Reinstatement and Layoff. Reinstatement Rights are subject to layoff provisions of Article XI – Layoff Procedure.
- H. Family & Medical Leave. 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.

ARTICLE IX

Employee Evaluation and Progress

A. Process.

1. **Probationary Employees.** All certified probationary employees shall be evaluated in writing a minimum of two (2) times each school year by the Director of Special Education or designee. The supervisor, in consultation with the probationary employee shall develop an individual development plan (IDP) consistent with the evaluation form and the job description. These evaluations will be accomplished as follows:
 - a. First year prior to December 10 and May 1.
 - b. Second, third and fourth year prior to December 10 and May 1.
2. **Tenured/Non-Probationary Employees.** The work performance of all tenured and non-probationary employees shall be evaluated in writing by the Director of Special Education or designee one (1) time during the school year prior to May 1.
3. **Paraprofessionals.** All paraprofessional employees shall be evaluated one (1) time each year by the Director of Special Education or designee prior to May 1.
4. **Evaluations and Observations.** 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 based on any or all of the following: (1) two (2) formal scheduled observations at least sixty (60) days apart, unless a shorter interval between the two (2) classroom observations if mutually agreed upon by the employee and the Director of Special Education or designee; (2) discussion; (3) unscheduled observations; and, (4) other information relating to the employee's performance, will be provided the employee prior to a formal evaluation conference.
5. **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.

6. 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.

B. Rights and Responsibilities.

1. Deficiencies. As a 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. 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.
2. Right to Association Representation. If an employee is to be disciplined or reprimanded by the Board or its agents, he/she may elect to have a representative of the Association present.
3. 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.
4. No 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.
5. In no case will an employee of this bargaining unit be evaluated by another employee of the unit, except a professional employee may be consulted by the administrator regarding the evaluation of a paraprofessional employee assigned to the professional employee.
6. Satisfactory Performance. State law requires annual evaluations of most professional staff. Where state law allows discretion, if any employee does

not receive an evaluation, it shall be interpreted that his/her work is satisfactory.

7. **Progressive Discipline.** The Association recognizes that abuse of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by an employee reflect adversely upon the employee's profession, creates undesirable conditions in the school building, and warrants possible disciplinary action. The Board, in recognition of the concept of progressive correction, shall notify the employee in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending employee. The Association will use its best efforts to correct breaches of professional behavior by an employee.

ARTICLE X

Compensation

- A. **Salaries.** The salaries of employees covered by this Agreement are set forth in Appendix A.
- B. **Placement on Schedule.** An employee's salary shall be determined by placement on the schedule as determined by level of training. All new employees shall be given credit on the salary schedule set forth in Appendix A for full years of experience in any legally recognized school district and/or paid related experience as determined by the Board.

Such credit will be limited to five (5) years on all levels. Credit shall be limited to eight (8) years on the certified levels for new employees hired as Teacher Consultants.

- C. **Performance Incentive.** Each eligible employee (teacher, teacher consultant) who meets goals or exceed goals on his/her 2011-12 teacher evaluation will be paid a \$500 performance incentive bonus during the summer of 2012.
- D. **Pay Periods.** Salaries will be paid bi-weekly beginning with the second Friday after the beginning of the school year, and shall be in twenty-six (26) equal installments, unless prior to September 1, written request is made for twenty-one (21) equal payments.
- E. **Extended Year Salaries.** Summer or extended year salaries shall be computed on a daily rate basis.

- 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 one hundred eighty-two (182) student days and one hundred eighty-five (185) staff days, except that the extended mandated summer programs shall have two hundred twenty-three (223) staff days and in compliance with the school district's special education plan. Summer program daily work hours will be 4.5 hours for staff with 4.0 hours for the student day.

ARTICLE XI

Layoff Procedure

- A. 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. When downsizing or reduction of program services are necessary, the District will seek to provide changes in assignments so as to provide work. This may include transitional assignments. However, it is recognized that it may be necessary to reduce the level of services which may require the reduction of personnel.

- B. Layoff. The Board shall specify, within services designated to be curtailed, the number of positions to be eliminated.
1. In the event staff reduction is necessary, probationary employees and 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. Those employees possessing the most seniority within the District and

appropriate State Board of Education full approval and certification shall be retained.

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. In addition, to be qualified for continued employment, a retained employee shall 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.

C. 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 seniority shall continue to accrue. 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:

1. Present employees who had their seniority rank determined through the 1980-81 letter of understanding shall continue to hold that seniority ranking.
2. 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.

D. Recall. When a 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.

- E. Notice. Whenever possible, notice of discontinuance of service shall be given to the employee sixty (60) days prior to the end of the current year. Should staff reduction be necessary during the school year, the affected employee shall receive at least thirty (30) days' notice prior to the effective date of layoff.
- F. 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.
- G. 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 Association President. The employee shall respond to the notice of recall within five (5) calendar days of receipt. Refusal of acceptance by an employee laid off from a full-time position of a position that is half-time or less shall not affect an employee's recall rights to a full-time position.
- H. Teacher Assistants. For purposes of layoff and recall, teacher assistants shall be treated as a total group in that the teacher assistants with the greatest seniority shall be retained, except a physical therapy assistant may replace a junior teacher assistant in another area, but a senior teacher assistant may not replace a junior physical therapy assistant unless the senior teacher assistant has a valid State of Michigan certification and work experience as defined for certified staff.
- I. Recall List. Bargaining unit members will remain on the recall list for three (3) years from the effective date of layoff.

ARTICLE XII

Paraprofessional Qualifications

- A. Legal Requirements. Paraprofessional employees shall meet and maintain the legal requirements of the School Code of 1976, as amended, and State Department of Education Rules (R 340.1701, et seq.), and such other enabling legislation as is applicable to the operation of the Intermediate School District.
- B. Experience Credit. Teacher assistants and physical therapy assistants shall be given credit on the salary schedule set forth in Appendix A for full years of

experience in any legally recognized school district and/or paid related experience as determined by the Board. Such credit will be limited to not exceed five (5) years.

- C. Substitute Pay. When substituting for a teacher, a paraprofessional shall be paid one and one-half (1.5) his/her per diem rate of pay, not to exceed Level 1, Step 5 of the professional current salary schedule.
- D. Extended Year. Any paraprofessional whose work assignment is for the extended school year shall have their total salary computed by using the daily rate. The total shall then be divided into twenty-six (26) pays.
- E. Probation. A beginning paraprofessional employee shall complete a satisfactory probationary period of one (1) year. During this period said employee is subject to dismissal at the discretion of the Board. Upon completion of probationary period the paraprofessional employee may grieve his/her dismissal.
- F. Job Expectations. The Board shall make every reasonable effort to clarify job expectations for paraprofessionals through the use of orientation sessions, individual conference, and written job descriptions where applicable.

ARTICLE XIII

Employee Improvement

- A. Professional Dues. The Board at its discretion may reimburse employees for professional dues up to a maximum of fifty dollars (\$50.00) per person, per year, provided that such organization(s) is directly related to the employee's field of instruction or assignment. Membership in the J.I.E.A., the M.E.A., and the N.E.A. shall not be reimbursable.
- B. Training Reimbursement. Expenses for the attendance at workshops, conferences and in-service training sessions will be approved for reimbursement in accordance with the criteria listed below:
 - 1. An amount equivalent to two hundred dollars (\$200.00) per professional staff member and one hundred dollars (\$100.00) per non-certified staff member shall be budgeted each school year, provided the financial resources are available as determined by the Board. Travel to conferences beyond a 150 mile radius shall not be charged against the amounts provided in Section B, and shall be reimbursed separate therefrom.
 - 2. Application for the use of such monies shall be made directly to the Director of Special Education or designee.

3. Requests for funds under Sections A and B above shall not be withheld, provided financial resources are available, the request relates to the employee's professional work, and the attendance at workshops, conferences, and in-service training sessions under Section B will not cause serious problems for the employee's program.
- C. Professional Business Days. Professional business days may be used for any educational purpose with the approval of the Director of Special Education. The employee planning to use a professional business day shall notify his/her immediate supervisor at least one (1) week in advance of the requested absence. Professional business days shall be used for the purpose of: (1) visitation to view other instructional techniques or programs; and (2) approved conferences, workshops, or seminars. The employee may be requested to file a written report, within one (1) week of attendance at such visitation, conference, workshop or seminar.
- D. Prepayment of Fees. Conferences and/or institute fees that exceed one hundred dollars (\$100.00) shall be prepaid by the Intermediate School District. Employees shall submit a detailed estimate of expenses to the School Board one (1) month in advance. The School Board shall authorize prepayment for transportation, meals, lodging and registration fees.

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

ARTICLE XIV

Grievance Procedure

- A. Definition. For purposes of this Agreement, a grievance is defined as any claim or complaint by an employee or by the Association, that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. All such grievances shall be processed as hereinafter provided.
- B. Exclusions. Matters to be excluded from consideration under the grievance procedure set forth in this Agreement are as follows:
 1. The termination of a probationary or tenured employee.
 2. The refusal of the Board to re-assign an employee.
 3. The evaluator's subjective assessment of an employee's performance.

4. Any grievance for which redress is applied for under the Tenure Act.
- C. Time Limits. All time limits herein shall consist of school days during the school year and school days during the summer. Time limits may be extended only upon mutual consent of the parties. Failure to conform to time limits shall mean acceptance of the position of the last party to respond.
- D. Procedure.
1. Complaint Stage. Any employee or the Association who believes he/she has a grievance shall begin by informally discussing the matter with his/her immediate supervisor or designee within ten (10) school days of its occurrence with the object of informally resolving the matter.
 2. Level I (Immediate Supervisor). If not resolved, the complaint must be reduced to writing, signed by the grievant, and filed with his/her immediate supervisor within five (5) school days after such informal discussion. Such statement shall recite the facts alleged, the provision of the Agreement involved, and the relief requested. Within five (5) school days thereafter, the aggrieved employee and immediate supervisor (together with the Director of Special Education or designee, if either is not the employee's immediate supervisor) and a representative of the Association shall meet to discuss the matter in an effort to resolve it. The immediate supervisor shall indicate disposition of the grievance within five (5) days of such meeting, and shall furnish a copy thereof to the Association President.
 3. Level II (Superintendent). If not resolved at Level I, the grievance shall be transmitted to the Superintendent within five (5) days. At this point, the Superintendent or designee shall:
 - a. Attempt to resolve the grievance by meeting, within five (5) days of receipt of the appeal, with appropriate persons and/or employees. A written answer to the grievance shall be given to the Association within five (5) days of such meeting; or
 - b. Within five (5) days of receipt of the appeal, refer the grievance in writing to Level III and simultaneously give written notification to the Association of this action.
 4. Level III (Board of Education). If not resolved at Level II, the grievance may be submitted to the Board of Education within five (5) school days of the receipt of the written disposition at Level II by delivering the written grievance form together with copies of all materials previously filed, to the

Board of Education offices, to the attention of the Secretary of the Board. The Board or an ad hoc committee shall hold a hearing if requested, or, if not requested, give such other consideration as it shall deem appropriate. Disposition of the grievance shall be rendered within twenty (20) school days of the delivery of the grievance to the Board of Education offices. A written copy of such disposition shall be provided to the Association.

5. Level IV (Arbitration). If the alleged grievance is not settled at Level III, the matter may be referred to arbitration by either party, provided that notice to refer is given within twenty (20) school days from the Board's written decision at Level III. If within five (5) days the Board and the Association cannot agree upon a mutually acceptable arbitrator, the arbitrator shall then be selected according to the Rules of the American Arbitration Association.
 - a. Expedited Arbitration. In the event that a grievance arises which requires a speedy resolution, the parties may mutually elect, at Level III of this procedure, to appeal the grievance to arbitration under the American Arbitration Association rules for expedited arbitration.
 - b. Binding Arbitration. The arbitrator shall hear the grievance and render the decision within thirty (30) days from the close of the hearing, setting forth in writing the findings and conclusions with respect to the issues submitted to arbitration. The arbitrator's decision shall be final and binding upon the Board, the Association, and the employee(s) involved.
 - c. Power of Arbitrator. The arbitrator shall have the power and authority as set forth herein:
 - 1) It is expressly agreed that the power and authority of the arbitrator shall be limited in each case to the resolution of the question submitted. It is further specifically agreed that the arbitrator shall have no power to add to, subtract from, or modify, any of the terms of this Agreement; nor shall the arbitrator substitute his/her discretion for that of the Board or the Association where such discretion has been retained by the Board or the Association; nor shall the arbitrator exercise any responsibility or function of the Board or of the Association. The decision of the arbitrator shall be final and binding on both parties and the employee or employees involved.

- 2) No more than one (1) grievance may be considered by the arbitrator in the same hearing, except upon expressed written mutual consent and then only if they are similar in nature.
 - 3) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.
 - 4) No decision in any one case shall require a retroactive adjustment in any other case.
 - 5) The arbitrator shall have no power to rule on any of the exclusions listed in Section B of this Article nor any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act (Act IV, Public Acts, Extra Session, of 1937 of Michigan, as amended).
- E. Individual Complaints. If any individual employee has a personal complaint and desires to discuss the complaint with his/her immediate supervisor, the employee is free to do so without pursuing this grievance procedure.
- F. An individual employee who wishes to drop a grievance may do so without interference from the Association.

ARTICLE XV

Miscellaneous Provisions

- A. Zipper Clause. This Agreement shall constitute the full and complete commitments between both the parties and may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement.
- B. Any individual contract between the Board and an individual employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. 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 Costs.

1. Mileage to be Counted

a. Itinerant Personnel. Employees given an assignment which results in regular additional daily mileage greater than the distance from home to the Educational Service Center or the nearest school within the district or districts to which they are assigned shall be reimbursed for those additional miles at the rate established in this Article. The same procedure applies for returning from work to home.

b. Itinerant Personnel. Beginning August 15, 2009, reimbursed employee mileage will begin at the school building closest to the employee's home in which the employee serves a student or students at least one time weekly as determined by IEP, or the building (including the Kratz Education Center) closest to the employee's home where the employee's duties dictate a weekly visit. Employees will be reimbursed for those additional miles at the rate established in this Article. The same procedure applies for returning from work to home. Reimbursed mileage will end at the building closest to the employee's home in which the employee serves a student or students at least one time weekly as determined by IEP, or the building closest to the employee's home where the employee's duties dictate a weekly visit.

c. Personnel Assigned to One Building. . These employees shall not be reimbursed for mileage between their home and work assignments.

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

3. Record Keeping. Mileage shall be submitted on the official voucher form by the tenth (10th) day of the month following the month for which mileage reimbursement is claimed.

a. All vouchers shall be approved by the employee's immediate supervisor.

- b. Claims submitted after the tenth (10th) day of the month shall be processed with the next month's claim.
- 4. **Board Assigned Vehicles.** The Board reserves the right to, at its discretion, furnish transportation for any staff member at any time. Employees shall be required to use a Board assigned vehicle for work related duties when so assigned.
- F. **Substitutes.** Substitutes may be placed in a bargaining unit position when a unit member is unable to perform his/her duties. The Employer will consult with the Association prior to substitute placement for any other reason.

ARTICLE XVI

Continuity of Operation

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

ARTICLE XVII

Joint Instructional Policies Advisory Council for Special Education

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

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

delivery of Special Education programs, services and staffing for delivery of services.

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

ARTICLE XVIII
Duration of Agreement

- A. This Agreement shall be in effect and full force on June 16, 2011 and shall continue in effect through June 30, 2012. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. 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 _____ day of _____ 2011.

JACKSON COUNTY EDUCATION ASSOCIATION

BOARD OF EDUCATION, JACKSON COUNTY INTERMEDIATE SCHOOL DISTRICT

By: _____
Karen Sullivan, President
Jackson Intermediate
Education Association

By: _____
David Salsbury, President
Jackson County Intermediate School
District

By: _____
Sarah Taylor
Bargaining Team Member

By: _____
Richard Rendell, JCISD
Director of Special Education

By: _____
Marcy Hartung
MEA Uniserv Director

By: _____
Roger Auwers
Director of Finance

By: _____
Pam Schultz
JCEA President

By: _____
Catherine Mc. Brechtelsbauer
Director of Human Resources

APPENDIX A
Special Education Salary Schedule
2011-2012
 -0- Increase

NON-CERTIFIED ASSISTANT HIRED BEFORE FEBRUARY 13, 2007

Step	T.A. Level 1	T.A. Level 2	T.A. Level 3	Physical Therapist
0	13,714	17,539	19,842	24,906
1	14,923	19,087	21,361	26,604
2	16,132	20,634	23,241	28,686
3	17,351	22,194	25,130	30,750
4	18,559	23,739	27,029	32,821
5	19,767	25,285	28,912	34,899
6	21,221	27,144	30,791	36,966
7			33,058	39,408

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)

NON-CERTIFIED ASSISTANT HIRED ON OR AFTER FEBRUARY 13, 2007

Step	T.A. Level 1	T.A. Level 2	T.A. Level 3	Physical Therapist
0	13,714	17,539	19,842	24,906
1	14,923	19,087	21,361	26,604
2	16,132	20,634	23,241	28,686
3	17,351	22,194	25,130	30,750
4	18,559	23,739	27,029	32,821
5	19,767	25,285	28,912	34,899
6	21,221	27,144	30,791	36,966
7			33,058	39,408

TA Level 1: Teacher Assistant
 TA Level 2: TA/LPN & TA/Interpreter (certified/licensed with 30 Semester Hours of Undergraduate Work)
 TA Level 3: TA/LPN & TA/Interpreter (certified/licensed with 60 Semester Hours of Undergraduate Work)

APPENDIX A - continued
Special Education Salary Schedule

2011-2012
-0- Increase

CERTIFIED

Step	Level 1	Level 2	Level 3	Level 4	Level 5
0	40,535	43,520	46,504	49,065	51,622
1	42,856	46,161	49,262	51,978	54,738
2	45,175	48,805	52,030	54,893	57,854
3	47,501	51,455	54,786	57,810	60,968
4	49,823	54,170	57,550	60,727	64,085
5	52,143	56,875	60,314	63,644	67,197
6	54,470	59,386	63,075	66,557	70,315
7	56,797	62,037	65,831	69,474	73,424
8	59,118	64,681	68,593	72,400	76,542
9	61,442	67,330	71,358	75,312	79,651
10	63,761	69,968	74,119	78,231	82,767
11	66,090	72,618	76,883	81,150	85,376

- Certified Level 1: Bachelor's Degree
- Certified Level 2: Master's Degree or 30 Semester Hours of Graduate Work
- Certified Level 3: 60 Semester Hours of Graduate Work
- Certified Level 4: 90 Semester Hours of Graduate Work
- Certified Level 5: Doctorate
- Mentor Stipend 400

APPENDIX B FRINGE BENEFITS

Employees shall select and be eligible for benefits during this Agreement in one of the following plans:

1. **PAK A - for those employees electing health insurance**

Medical: MESSA Choices II

Office Visit Co-pay \$10; Urgent Care \$25; Emergency Room \$50

Prescription Co-pay \$10/\$20

In-Network Deductibles \$200/\$400

Out-of-Network \$400/\$800

Rider: Adult Immunizations

a. 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

b. Delta Dental

Class I 75%

Class II 75%

Class III 50%

Annual Max \$1500

Class IV 70%

Lifetime Max \$700

c. Vision Insurance - VSP 2 Silver

d. Term Life Insurance - \$30,000

AD&D - \$30,000

e. 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.

f. Insurance Premium Contribution paid by employee - \$40/pay/26 pays = \$1,040 for 2011-12.

2. **PAK B - for those employees *not* electing health insurance**

- a. \$200 per month cash option in lieu of health insurance
- b. Same as section 1., a-e above.

B. **Less than Full Time.** The above benefits for less than full-time employees, but half-time or more, shall be prorated. For example, a half-time employee would receive one-half benefits of a full-time employee. 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. Employees hired prior to June 7, 2002, are grand-fathered.

C. **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.

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

E. **Beneficiary Policy.** One Thousand Dollars (\$1,000.00) for the designated beneficiary of an employee upon the death of the employee. The benefit will be made available where the employee has health insurance coverage (**PAK A or PAK B**) that the school district is contributing to the premium, and the employee is on a full-paid status or during a Family Medical Leave, whichever is longer. (For example, the benefit will be paid where a half-time employee, who has no paid absence time, is absent on a twelve (12) week unpaid Family Medical Leave, maintains insurance coverage that the school district contributes to the premium, and passes away prior to the expiration of the leave. If this employee did not maintain insurance coverage during the leave the benefit will not be paid. While on any absence that the employee is receiving pay, the school district is contributing to the premium, and the employee passes away, the benefit will be paid.)

F. **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.

LETTER OF UNDERSTANDING

JCISD/JIEA DISCIPLINE INVESTIGATION PROCEDURES

The Employer and the Association recognize the concept of progressive discipline and, where corrective action is needed, the need to notify the employee in writing of alleged problems, the expected correction and a reasonable amount of time for correction.

All information forming the basis for discipline will be made available to the employee and the Association. No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause.

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

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

1. If the Employer feels that the problem may involve formal discipline, i.e., written reprimand or more severe disciplinary action, the following procedure will be followed:
 - a. The Employer will verbally notify the employee of a possible problem, summarizing the nature of the problem and schedule an investigatory meeting.
 - b. The Employer will notify the JIEA president or designee of the scheduled meeting and the nature of the problem if the employee concurs.
 - c. The Employer will remind the employee that he/she has the right to Association representation at the meeting or at any time during the process, if the employee comes to the meeting without Association representation.
 - d. Following the meeting, where the employee has elected Association representation, further investigatory actions, where needed, will be discussed by the Employer and the Association. The ideas and concerns of the Association will be taken under advisement by the Employer. The Employer will give the Association prior notice of any further investigatory action and the Association will be invited to be present.
 - e. Should the Association representative feel that he/she is unable to fairly represent the employee, his/her request to adjourn the meeting will be

honored. The Association, the employee and the Employer will not discuss the problem with anyone while the investigation is adjourned. However, the Employer and the Association may confidentially inform their respective Boards of the problem. The adjournment will not exceed twenty-four (24) hours, excluding weekends and holidays.

- f. Following the completion of the investigation, the Employer will adjourn to reflect on the information gathered to determine any further action to be taken.
 - g. If corrective action is needed, the Employer will review the plan for corrective action with the employee and the Association, where the employee has elected Association representation. Any concerns presented by the Association will be taken under advisement by the Employer.
 - h. If the Association presents concerns about the corrective action plan for the employee, the Employer will adjourn to consider them and make a final decision.
 - i. Following the above, the employee will be counseled by the Employer, with Association representation at the election of the employee.
2. In situations involving alleged child abuse, the following steps will be taken:
- a. The Employer will verbally notify the employee of a possible problem, summarizing the nature of the problem and schedule an investigatory meeting.
 - b. The Employer will notify the JIEA president or designee of the scheduled meeting and the nature of the problem if the employee concurs. Information that has been presented to the Employer will be shared with the Association president and the parties will discuss further preliminary investigatory action to be taken. The sources of the information will not be shared with anyone else unless the Employer and the Association have determined that the allegation does not reasonably indicate child abuse or the procedures in section 2 are to be followed as indicated below. However, the Employer and the Association may confidentially inform their respective Boards of the problem.
 - c. The Employer will remind the employee that he/she has the right to Association representation at the meeting or at any time during the process, if the employee comes to the meeting without Association representation.

- d. After the above is completed, the Employer and the Association will discuss if the situation warrants taking one of the following steps:
- (1) If the allegation does not indicate child abuse and formal disciplinary action may result, the JCISD/JIEA discipline investigation procedures in section 1 will be followed.
 - (2) If the allegation does indicate child abuse, information on the reporting of child abuse to the Department of Social Services will be presented to the person making the allegations. If there is a concern for the safety of students, the employee may be reassigned or suspended with or without pay, unless restricted by law or this Agreement, until the investigation is completed. Disciplinary action may follow the investigation by the Department of Social Services, where warranted:
 - (a) If the Department of Social Services does not investigate the allegation or determines that the situation does not involve child abuse, but it is felt that the situation may warrant further investigation by the Employer, the procedures under section 1 will be followed.
 - (b) Where the employee was suspended without pay and the investigations does not result in disciplinary action, the employee will be reinstated with reimbursement of lost wages.

Sincerely,

Joyce Graham
Director of Special Education
(Originally negotiated in the 1996-97 Agreement)

LETTER OF UNDERSTANDING VACANCIES AND CHANGES IN ASSIGNMENT

September 14, 1994

Dear Tom Van Hoven;

The JIEA and the JCISD mutually agree to the following:

1. Vacancies shall be posted when replacing a staff member or adding a staff member to a certification/approval area. For example, where a staff member transfers from Teacher EI to Teacher MI, the Teacher MI must first be posted. Modifications to posting of vacancies must be mutually agreed to by the parties.
2. Changes in assignments to comparable positions means an assignment within the same certification/approval area. For example, speech to speech, teacher consultant to teacher consultant, teacher SXI/SMI, non-classroom teacher to non-classroom teacher, etc. Changes in assignments may be made due to demographic changes or for justifiable reasons. Every effort will be made to work with the employee and/or others to avoid a change in assignment whenever possible. Reasons for the change in assignment will be put in writing.

Modifications to changes in assignments procedures must be mutually agreed to by the parties.

Sincerely,

Joyce Graham
Director of Special Education

LETTER OF UNDERSTANDING
EVALUATION OF ANCILLARY STAFF AND PARAPROFESSIONAL STAFF
June 16, 2011

During negotiations for the 2011-12 collective bargaining agreement, the parties developed evaluation criteria, tools and a process for teachers and teacher consultants. It is the intention of the parties to continue that work to develop similar tools for evaluating the professional ancillary staff and the paraprofessional staff during the 2011-12 school year, for implementation during 2012-13.

**JACKSON COUNTY EDUCATION
ASSOCIATION**

**JACKSON COUNTY INTERMEDIATE
SCHOOL DISTRICT**

By: _____
Karen Sullivan, President
Jackson Intermediate
Education Association

By: _____
Kevin Oxley, Superintendent
Jackson County Intermediate School
District

By: _____
Sarah Taylor
Bargaining Team Member

By: _____
Richard Rendell, JCISD
Director of Special Education

By: _____
Martha Tyler
Bargaining Team Member

By: _____
Roger Auwers
Director of Finance

By: _____
Marcy Hartung
MEA Uniserv Director

By: _____
Catherine Mc. Brechtelsbauer
Director of Human Resources

LETTER OF UNDERSTANDING
HEALTH INSURANCE
June 16, 2011

During negotiations for the 2011-12 labor agreement, the parties reached agreement on some changes in the health insurance package offered to employees. The parties also agreed that if state legislation is passed which requires employees to increase their contributions for health insurance costs during the term of the 2011-12 contract, the parties may re-open negotiations regarding fringe benefits to consider whether changes in coverage and/or provider will be made.

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Bargaining Team Member

By: _____
Roger Auwers
Director of Finance

By: _____
Marcy Hartung
MEA Uniserv Director

By: _____
Catherine Mc. Brechtelsbauer
Director of Human Resources

LETTER OF UNDERSTANDING
SUMMER SCHEDULING
June 16, 2011

During negotiations for the 2011-12 agreement, the parties commenced a discussion of problems associated with scheduling for summer programs. The parties agreed to establish a committee to review the problems and propose changes in the current system to be used for summer 2012.

**JACKSON COUNTY EDUCATION
ASSOCIATION**

**JACKSON COUNTY INTERMEDIATE
SCHOOL DISTRICT**

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Jackson Intermediate
Education Association

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Director of Special Education

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Martha Tyler
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Director of Finance

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MEA Uniserv Director

By: _____
Catherine Mc. Brechtelsbauer
Director of Human Resources

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