

COLLECTIVE BARGAINING AGREEMENT

between

JAMP Governing Board of Directors

and

JAMP Education Association, IEA-NEA

July 1, 2021

to

June 30, 2024

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ARTICLE 1 – RECOGNITION

1.1 Recognition

The Governing Board of JAMP Special Education Services, Pulaski County, Mounds, Illinois, hereinafter referred to as the “Board”, hereby recognizes the JAMP Education Association, IEA-NEA, hereinafter referred to as the “Association”, as the exclusive and sole negotiation agent for all regularly employed full-time and part-time certified and non-certified personnel, excluding all managerial, and supervisory employees.

1.2 Part-Time Employee

Part-time certified employees and part-time Education Support Personnel shall be covered by the provision of this agreement, except that their salaries, dues and benefits shall be based upon their fractionized employment status, unless otherwise stated in the Agreement.

1.3 Special Term Aides

- A. Special term aides who are employed to serve a particular need or individual child shall be guaranteed employment on a day-to-day as needed basis until the need for the services cease.
- B. Seniority. In the event that a special term aide is subsequently hired as a full time regular teacher aide, the employee will receive seniority for time worked according to the following schedule:
 - 1. Less than eight-six (86) days, no seniority earned
 - 2. Eighty-six (86) to one hundred thirty-one (131) days, one-half (1/2) year seniority earned
 - 3. One hundred thirty-two (132) or more, one (1) year seniority earned
- C. Special term aides shall receive one (1) accumulative sick leave day for every fifteen (15) days worked. Unused sick leave days will be carried over to the next school year if the employee is rehired.
- D. Special term aides shall receive one (1) personal leave day which can be taken at the Employee’s discretion in accordance with personal leave procedures in the Agreement.

1.4 Definitions

A. Certified Employee(s)

The use of the word “Certified Employee(s)” may be used to designate all TRS eligible personnel included in the bargaining unit.

B. Educational Support Personnel

The term Educational Support Personnel (ESP) may be used to designate all IMRF eligible personnel included in the bargaining unit.

C. Employee

The term "Bargaining Unit Member" or "Employee" may be used to designate all personnel included in the bargaining unit.

D. Days

The term "days" when used in this agreement, except where otherwise indicated, shall mean week days (Monday through Friday) other than holidays.

E. Director

The title Director shall indicate the Director shall indicate the Director of JAMP Special Education Services or his/her designee.

F. Employer

The term Employer, Board of Directors, Executive Board, or Board shall indicate the Governing Board of JAMP Special Education Services

G. Association

The term Association or Union shall indicate the sole and exclusive bargaining representative.

1.5 Association Rights-Exclusive

The Board agrees not to negotiate with any Employee's organization other than the Association for the duration of this Agreement unless the Association loses its status as exclusive bargaining representative.

1.6 Individual Negotiations

The Board agrees not to negotiate with any Employee, or group of Employees other than the Association President or designee, during the term of this Agreement on matters contained in this Agreement.

ARTICLE II – RESPONSIBILITIES AND RIGHTS

2.1 Ongoing Administration of Contract

Upon written request, the Director or designee shall meet up to two (2) times per school year with the Executive Committee of the Association to discuss matters of mutual concern.

2.2 Communication Hierarchy

The Board and Administration encourage all employees as a means of good and effective communication not to hesitate to discuss with their immediate supervisor problems of mutual interest and concern providing that such problems are not properly the subject for negotiations. The proper channel for communication is immediate supervisor and then Director. Employees shall be informed of their immediate supervisor on the first day of each school year. In the event there is a need to change an employee's immediate supervisor, the employee will be informed in writing within three (3) days of such change.

2.3 Rules and Regulations Governing Employees

The Board agrees that dismissal of tenured certified or non-probationary Employees shall be for just cause except as otherwise specifically provided for in this Agreement.

2.4 Payroll

The Director will arrange for each Employee to receive a written statement including the amount of salary, deductions and benefits for that employee for the current school year as soon as possible following the beginning of the school term but no later than the third payday. The Employee will verify the information, sign and return the written statement within forty-eight (48) hours of receipt of the written statement. Any Employee who feels that the statement is incorrect can request a meeting with the Director.

ARTICLE III – COLLECTIVE BARGAINING PROCEDURES

3.1 Negotiation Teams – Members

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Neither party may have more than nine (9) members on their team during any particular bargaining session.

3.2 Presentation of Proposals

The Association shall present its entire package of negotiable items at the first meeting. The Board shall present its written counterproposal at the second meeting, which may include items not addressed in the Association's initial proposal. No additional items shall be introduced after the second meeting unless mutually agreed.

3.3 Released Time for Bargaining

When negotiations are conducted during regular work hours as a result of mutual agreement of the parties, released time shall be provided to the Association's negotiation committee members.

3.4 Tentative Agreements

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals and seek tentative agreements.

The tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting the tentative agreement is reached. Initialed copies shall be given to each negotiating team.

Within seven calendar days after the Association and Board negotiating teams have reached tentative agreement on all matters negotiated, the Agreement shall be submitted to the Association membership for ratification. Subsequent to ratification by the Association, the Board shall meet to adopt said Agreement within seven calendar days.

3.5 Contractual Amendments

The parties may modify or amend this Agreement by mutual consent. Such changes shall be reduced to writing, ratified and signed by the parties and become an amendment to this contract.

3.6 Non-waiver of Rights

Nothing in this Article shall be construed as a waiver of rights under the IELRA.

3.7 Printing of Agreement

Within thirty (30) days after the Agreement is signed, copies of this agreement shall be printed for each Employee at the expense of the Board and made available to the Association. Ten (10) additional copies will be made available to the Association.

ARTICLE IV – GRIEVANCE PROCEDURES

4.1 Definitions

A. Any claim by the Association or an Employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

B. All references to days shall mean school days, except that between the end of the school year and the beginning of the next school year, days shall mean days when the Joint Agreement's administrative office is open.

C. Nothing contained herein shall be construed as a limitation upon the right of individual Employees or a group of Employees to present grievances to their Employer and have them adjusted without intervention of the Association as long as the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the right to be present prior to the final adjustment of the grievance.

4.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an Employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the Employee, a grievance may be processed as follows:

A. Within twenty (20) days of the alleged violation, if the grievance is not resolved informally, the grievant may file the grievance with the Director or official designee. The Director or official designee shall arrange for a meeting to take place within six (6) days after receipt of the appeal. Within six (6) days after the meeting, the grievant will be provided with the written response of the Director or official designee. The answer shall state the reason if the grievance is denied.

B. If the grievance is not satisfied with the disposition of the grievance at 4.2(A) or the time limits expire without issuance of the Director's written reply, the Association may within six (6) days of the date of the Director's response, request in writing a meeting with the Executive Board. The Director or official designee shall arrange for a meeting to take place within ten (10) business days after receipt of the appeal. The Board will meet with the grievant, the Association representative and the Director for the purpose of resolving the grievance. Within six (6) days after the meeting, the grievant and Association President will be provided with the written response of the Board. The answer shall state the reason if the grievance is denied.

C. If the grievant is not satisfied with the disposition of the grievance at 4.2(B) or the time limits expire without issuance of the Director's written reply, the Association may submit the grievance to final and binding arbitration pursuant to the streamlined Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If demand for arbitration is not filed within thirty (30) days of the date for the Board's response, the grievance shall be withdrawn.

4.3 Time Limits

Failure of a grievant to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

4.5 Investigation

Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff are not interrupted where practical.

4.6 Right to Representation

A grievant shall not be required to discuss a grievance without the presence of an Association representative, if requested. The Director will immediately notify the JEA President when a grievance is filed.

4.7 Association Views

When an Employee is not represented by the Association, the Association shall reserve the right to have a representative present to state its views at 4.2(A) and have an Association representative present at 4.2(B).

4.8 No Reprisal Clause

No reprisals shall be taken by the Board or the Administration against an Employee because of his/her participation in a grievance.

4.9 Release Time

The grievant may be released from his/her regular assignment without loss of pay or benefits to attend the meetings scheduled with the Administration related to the grievance procedures as specified in 4.2(A) or 4.2(B).

4.10 Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the Employee(s).

4.11 Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

4.12 Costs

The fees and expenses of the arbitrator shall be shared equally by the parties.

4.13 Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

4.14 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

4.15 Settlement

By mutual agreement, a grievance may be settled at any step with or without establishing a precedence.

ARTICLE V – EMPLOYEE RIGHTS

5.1 Individual Contracts

The Board shall not issue individual contracts or employment agreements which are inconsistent with the terms of this Agreement.

5.2 Disciplinary Action

When an Employee is required to appear for disciplinary action before an immediate supervisor, administrator or the Board, the Employee shall be given prior written notice of the reasons for such meeting or interview. The Employee shall be entitled to have a representative of the Association present during any meeting or interview which could lead to discipline. For the purpose of this section, “disciplinary action:” shall mean a written reprimand, dismissal or suspension. This section shall not permit representation during evaluation processes in the District.

5.3 Assault Upon an Employee

Any case of assault upon an Employee within the scope of his/her employment shall be promptly reported to the Board or its designee. The Board shall provide assistance, including the advice of its legal counsel if necessary, to apprise the Employee generally of his/her rights or obligations with respect to such assault; provided, however, that the Employee shall have acted within the scope of his/her employment and pursuant to Board policy or administrative procedures or directives.

5.4 Personnel Handbook and Policy Manual

The Board shall make available to the Association President an extra Back-to-School packet. Employees shall also be entitled to view said documents in the JAMP Administrative office. In addition, Employees shall be entitled to view Workers Compensation Insurance Policy in JAMP Administrative office. The Board Policy Manual made available in the JAMP Administrative office shall be updated and an electronic copy will be available on the JAMP website.

ARTICLE VI – ASSOCIATION RIGHTS

6.1 Bulletin Board, Mail Facilities, and Mailboxes

A. The Board agrees that bulletin board space shall be provided for the exclusive use of the Association in each school building for posting notices of activities and other matters of Association concern.

B. The Association shall have the right to use JAMP Employee's mailboxes.

6.2 Association Use of District Facilities

The Association shall have the right, upon approval of the Director, to use the school buildings for meetings at a time when school is not in session provided that such meetings do not interfere with instructional/or extracurricular programs. All meeting areas shall be approved by the Director. Whenever special custodial service is required, the Board may make a reasonable charge for this service.

6.3 Pertinent Information – Association

The Association shall be furnished on request all regular and routinely prepared public information concerning the financial condition of the school including the annual financial statements and budget. In addition, the Board and the administration will grant reasonable request for any other readily available and pertinent public information which may be relevant to negotiations or grievances. Nothing herein shall require the central administrative staff to research and assemble information. The Association will furnish copies of any pertinent information as reasonably requested by the Director or by the Board. This Article should not be interpreted to limit the right to information which the Association may have as required by Illinois law.

6.4 Agenda and Minutes of Board Meeting

A. The JAMP Governing Board shall provide a place on the agenda of all regular governing Board meetings for communication from the Association when notification is received by the JAMP Director one (1) week prior to the Board meeting.

B. When school is in session, a copy of the agenda for each regular meeting of the JAMP Board shall be given to a building representative to be named by the Association for posting at each building regularly attended by JAMP personnel at least one day prior to each regular meeting and a copy shall be supplied to the Association President. When school is not in session, a copy shall be mailed to the Association President.

C. A copy of the approved minutes of all Governing Board meetings shall be sent to the Association President no later than one (1) week following the Board meeting at which

they are officially approved. A copy shall also be sent and posted in each attendance center as referred to in 6.4(B).

6.5 Association Leave

In the event that the Association desires to send a representative to a state or national conference, a representative of the Association shall be excused without loss of salary or benefits in accordance with the following:

- A. The total maximum number of days shall not exceed twelve (12).
- B. The President of the Association shall submit a written request to the Director at least one (1) week in advance of anticipated usage.
- C. No more than four (4) representatives shall be excused at any one time and no more than three (3) Employees from any building will be excused at any given time.
- D. The frequency of such meetings shall not impair the quality of classroom instruction.
- E. The Association shall reimburse the District for the cost of a substitute Employee for a maximum of six (6) association leave days.

6.6 Employee Information

Within ten (10) days following Board action, the Association shall be informed of the names, addresses, and date of hire of new employee(s). The names of employees resigning, retiring, giving leave of absence, or dismissed and their last date of employment will also be provided to the Association within ten (10) days following Board action.

ARTICLE VII – MANAGEMENT RIGHTS

7.1 Management Rights

The Board, on its own behalf and on behalf of the Member Districts, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Illinois Educational Labor Relations Act, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the Joint Agreement and its properties and facilities, including functions of the Joint Agreement, standards of services, its overall budget, and organizational structure.
2. To hire all Employees and subject to the provision of the law, to determine their qualifications, and the conditions for their continued employment or their dismissal, transfer or demotion; and to promote and direct all such Employees and to determine the need for layoff of Employees and to carry out said determination.
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to written Board policy or as the same may from time to time be amended, the selection of textbooks and other instructional materials and the utilization of intervention aids of all kinds.
5. To determine the duties and standards of performance for all Employees; and whether any Employee adequately performs such duties and meets such standards.
6. To determine class schedules and the duties, responsibilities and assignments of Employees.
7. To determine job classifications, as well as the curriculum, policies, procedures, objectives, goals and programs.

The Board agrees that the above-mentioned rights will not be exercised in violation of the expressed terms of this Agreement.

ARTICLE VIII – WORKING CONDITIONS

8.1 Length of Workday

The normal work day for full-time Employees shall be seven (7) hours and thirty (30) minutes, with the following exceptions:

- A. Meetings scheduled by the Administration
- B. Parent-teacher or student-teacher conferences
- C. Extracurricular assignments
- D. Other emergencies which, in the opinion of the Administration, affect the health, safety or welfare of the students.
- E. Other circumstances in which teachers utilize their professional judgment to determine that their presence is required beyond the normal work day
- F. Certified Employees who are required to work beyond their normal work day (8.1) may arrange to adjust their work schedule accordingly with their immediate supervisor's and/or Director's prior approval.
- G. Comp time/Overtime must be pre-approved by the Director or the Employee's immediate supervisor except in an emergency where post approval may be granted.
- H. Secretaries work day shall be eight (8) hours.

8.2 Lunch

- A. Every Employee whose work day is four (4) or more clock hours shall be entitled to and be allowed a duty-free lunch period equal to the regular local school lunch period but less than thirty (30) minute in each school day.
- B. Employees shall not be required to travel between buildings during their thirty (30) minute duty free lunch.
- C. Secretaries/Custodians have the option of ½ hour lunch and two (2) fifteen (15) minute breaks per day, or the option of one (1) hour lunch.

8.3 Work Year

- A. The Board shall establish a Joint Agreement school calendar which contains no more than one hundred eighty (180) work days for full-time certified and non-certified employees. The Pre-Vocational Coordinator shall have one hundred ninety (190) work days. Secretaries shall have two hundred twenty (220) work days.

B. The JAMP Director shall meet with the Association President or designee prior to the official JAMP Joint Agreement school calendar being submitted to the Board for approval. The proposed annual calendar will reflect all legal school holidays, a scheduled spring break of five consecutive work days, and a winter break scheduled to include Christmas Eve, New Year's Day, and the days in between. On holidays and breaks, the JAMP office will be closed.

C. Employees who work in more than one district but cannot follow the JAMP calendar will collaborate with the Director to mutually establish a 180 work day calendar based upon student service needs.

8.4 Grades

Certified Employees shall maintain the right and responsibility to determine grades and evaluations of students, with proper documentation. The Administration shall not change such grades or evaluations without consulting with the Certified Employee.

8.5 Staff Meetings

The Administration may schedule staff meetings as necessary. The Administration recognizes the value of restricting such meetings to those actually necessary.

8.6 Dispensing of Medicine

Employees shall not be required to administer medication to pupils unless it is part of their job description. The Employer shall indemnify and save harmless from any liability Employees who administer medication to pupils in direct response to an order from supervisory personnel to do so.

8.7 Inclement Weather Days

A. Refer to employee handbook.

B. Any employee required to work on an "emergency day" when all other staff are not required to report to work, shall follow the procedures outlined in the "Employee Handbook" to obtain approval and receive compensation.

ARTICLE IX – LEAVES

9.1 Personal Leave

- A. Each employee shall be entitled to three (3) personal leave days per year with the exception of 220 day non-certified employees who shall be entitled to four (4) personal leave days per fiscal year.
- B. Personal leave days may be accumulated to a total of five (5) personal leave days. No more than three (3) days can be used consecutively without approval of the Director
- C. Personal leave accumulated after five (5) days shall be converted to accumulated sick leave.
- D. No personal leave will be granted for an absence occurring the day before or after a school holiday, during the first or last week of the school year, or during a state or federal regulatory visit.
- E. Request for personal leave shall be made to the Director twenty-four (24) hours in advance of the day for which the leave is requested.
- F. In case of an emergency and/or with the approval of the Director, the above conditions may be waived.

9.2 Leave of Absence

- A. Leaves of absence may be granted without pay to tenured or non-probationary Employees who have rendered satisfactory service to the Joint Agreement and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the Joint Agreement.
- B. Leaves of absence without pay, for not more than one (1) year, may be granted to tenured or non-probationary Employees according to the following conditions:
 - 1. Written requests for leaves of absence without pay should be made at least three (3) months before the leave are desired, subject to final approval of the Board. In the case of emergency or other urgent circumstances, the Board may waive the require three (3) month notice.
 - 2. Dates of departure, return, and notification of intent to return shall be determined by the Employee and the Director prior to initiating the request to the Board.
 - 3. Leaves may be granted for:
 - a. Advance study leading to a degree in an approved university

- b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.
- c. Military service
- d. Maternity/child care leave

C. An Employee who is on approved leave of absence prior to March 1 of any school term shall notify the Director by March 1 of his/her intention to return to work at the start of the next school term. The date of such notice for an Employee granted such leave after March 15 of any school term shall be sixty (60) days before the start of the next school term. The Board shall notify such Employee in writing by certified mail of the requirements of this paragraph no less than fifteen (15) days prior to the required date of such notice by the Employee.

9.3 Funeral Leave

Up to five (5) days annually per Employee will be allowed for funeral leave for immediate family. Immediate family is defined as parents, grandparents, spouse/domestic partner, children, step-children, grandchildren, brothers, sisters, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, nieces, nephews, son/daughter-in-laws. Other funeral leave may be issued at the discretion of the Director. More than two (2) days of funeral leave at a time must be approved by the Director.

9.4 Jury Duty

A. For an Employee called for jury duty during working hours, who is subpoenaed to testify during working hours in any judicial or administrative manner which is work related, or who is required to be present for any court proceedings which is work related, or who shall be asked to testify in any arbitration of fact-finding which is work related, shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

B. Daily rates received for such duties shall be reimbursed to the District only for those days when the Employee was absent. This reimbursement will not include any compensation received for food and travel.

9.5 Professional Leave

The Board will encourage Employees to request to attend workshops, seminars and conferences in order to update and improve job related skills by providing release time without loss of benefits and by reimbursing the costs incurred as approved by the Director or designee. The Director or designee will act on request received within budgetary limitations.

ARTICLE X – EVALUATION

10.1 Evaluation Procedures

A. On or prior to the first day students are required to be in attendance, the Director or designee shall provide employees with the following:

1. the evaluation procedures
2. expected standards of performance
3. the evaluation instrument to be used for his/her evaluation
4. the name of the employee's evaluator
5. no evaluation shall take place until the above described process has been completed

B. Each employee shall be given two (2) weeks' notice prior to a formal observation. Formal observations shall be conducted with the knowledge of the employee.

- Each formal observation shall be preceded by a conference between the qualified evaluator and the employee. The qualified evaluator and the employee shall discuss the lesson and any areas on which the qualified evaluator should focus during the observation.
- If the formal observation is canceled by the employee or evaluator, the rescheduling of the formal observation shall be determined by mutual agreement.
- A formal observation shall involve one of the following: a classroom observation of 45 minutes, a complete lesson, or an entire class period.
- "Informal observation" means observation of an employee, by a qualified evaluator that is not announced in advance of the observation and not subject to a minimum time requirement. If the informal observation is to be used in the performance evaluation, it must be provided in writing within ten (10) days of the observation and the employee shall be given an opportunity for conference.
- For each certified tenured employee who received either an "excellent" or "proficient" performance evaluation rating in his or her last performance evaluation, a minimum of two observations (one of which must be a formal observation) are required during the cycle in which the current evaluation is conducted.
- For each certified tenured employee who received a "needs improvement" or "unsatisfactory" performance evaluation rating in his or her last performance evaluation, a minimum of three observations (two must be formal observations) shall be required in the school year immediately following the year in which the "needs improvement" or "unsatisfactory" rating was assigned.

- Certified non-tenured employees shall be evaluated once each year. A minimum of three observations (two must be formal observations) shall be required each school year.
- Certified employees who perform services at more than one building shall have only one (1) formal evaluation.
- Non-certified employees shall be evaluated once each year.

10.2 Post Evaluation Procedure

A. The evaluator will meet with the Employee within ten (10) school days of the completion of the formal observations to discuss the evaluation.

B. The evaluator will provide all statements of deficiencies and will discuss the implications of these deficiencies both in relation to instruction and remediation.

C. The evaluator may also identify ways of improvement.

D. The Employee will be provided with a copy of the evaluation upon completion of the post-evaluation conference.

E. Following the post-evaluation conference, an Employee may request the opportunity to attach their written responses to the original evaluation form.

F. Certified Employees who receive a performance evaluation rating of "Needs Improvement" shall within thirty (30) school days receive a professional development plan developed in consultation with the employee. The plan shall be directed to the areas that need improvement and state the supports the Employer will provide. Duration of the plan shall be mutually determined by the employee and the administrator. Certified Employees who receive a "Needs Improvement" rating will be formally evaluated the following two (2) school years.

G. Certified Employees who receive a performance evaluation rating of "Unsatisfactory" shall within thirty (30) school days participate in the development of a remediation plan. The plan shall be developed in consultation with the Employee and the consulting teacher. The remediation plan may span two (2) school years if necessary, but no longer than ninety (90) school days. Employees who receive an "Unsatisfactory" rating will be formally evaluated the following two (2) school years.

10.3 Evaluation Committee

A. Upon request of either party, a Non-Certified evaluation committee will be formed consisting of the Director, Association President, and Non-Certified Employees.

1. The number of non-certified evaluation employees to serve on the evaluation committee will be mutually agreed upon by the Director and the Association

President. The Association shall name the non-certified employees to who serve on the committee.

2. The non-certified evaluation committees shall review the evaluation instruments used for non-certified employee evaluations and make recommendations for their revision, if any, to the Board.

B. A PERA (Performance Evaluation Reform Act) Joint Committee shall be established consisting of three (3) certified employees of JAMP Education Association (JEA) chosen by the President and three (3) administrators chosen by the Board of Directors. The PERA Joint Committee shall be responsible for developing the structure of the District's Teacher Evaluation Plan including incorporating data and indicators of student growth.

C. The PERA Joint Committee will establish an "Unsatisfactory Rating Appeal Process" to be approved by the Committee and the Board of Education in accordance with state law.

10.4 Evaluation Revision

The evaluation instruments for Certified and Non-Certified (ESP) Employees shall not be amended or modified without the involvement and cooperation of the evaluation committees listed in Article 10.3. Any revisions of said instruments shall be dated and subsequently sent to the Association.

ARTICLE XI – PERSONNEL FILE

11.1 Placement of Materials in File

- A. Only one official personnel file shall be maintained.
- B. No evaluation materials shall be placed in the file unless the Employee has had an opportunity to read such materials. The Employee shall acknowledge that he/she has read any evaluation materials by affixing his/her signature on the copy to be filed. However, any material evaluative in nature which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file.
- C. The Employee shall receive a copy of items placed in their personnel file without cost. The Employee shall acknowledge receipt of copies by signing a cover sheet which contains the date, title, nature, and number of pages in the document.
- D. Any materials not contained in the Employee's personnel file may not be used to evaluate or discipline the Employee.
- E. Whenever a FOIA (Freedom of Information Act) request is made for information contained in an employee's personnel file, the employee will be notified of the request, including a copy of any information provided as well as the name of the person making the request.
- F. The District is prohibited from disclosing the employee's home address including zip code and county, date of birth, personal phone numbers, personal email address, Association membership status, and any authorization of dues deductions. If the District receives a request for any of the aforementioned information, it must notify the Association of the request and provide a copy of its response to the request within 5 workdays of sending the response.

11.2 Right to Examine File

Each Employee shall have the right to review the contents of his/her personnel file, subject to the following conditions:

- A. The Board shall provide the Employee with the inspection opportunity within twenty-four (24) hours of such request
- B. The Employee shall not be entitled to inspect or view any materials excepted from such inspection under Section 10 of the Illinois Personnel Records Review Act.

- C. The Employee's review of his/her personnel file shall take place during normal working hours of the Joint Agreement's central office. The Director and/or designee reserve the right to be present at such review.
- D. The Employee shall not be entitled to remove any part of his/her personnel records from the personnel file.
- E. The Board shall grant at least two (2) inspection requests per Employee in a calendar year.
- F. After the Employee has reviewed the contents of his/her personnel file, the Employee may request that copies be made of specified information contained in the file. The Board may charge for the copies at cost.
- G. Each file shall contain a record indicating who has reviewed it, the date reviewed, and the reason for such review.

11.3 Right to Dispute Materials in File

- A. If the Employee disagrees with any information contained in his/her personnel file, the Employee may submit a written statement explaining the Employee's position. Said statement shall be attached to the disputed portion of the personnel records. Such attachment does not create any presumption that the Board agrees with its contents.
- B. In the event any file materials are determined to be inaccurate or unfair by legal or grievance proceedings, such portion of materials will be removed from the Employee's file.

ARTICLE XII – SENIORITY/REDUCTION IN FORCE

Whenever the Board deems it necessary to reduce certified employees, the reductions shall be made in accordance with this Article.

12.1 Seniority Defined

Seniority shall be defined as the number of consecutive years of continuous service to the Joint Agreement. The following criteria shall be used in determining seniority:

A. Continuous service shall begin the first day the certified employee performs job duties in a certified position, in the Joint Agreement other than substitute teaching.

B. Less than full-time consecutive years of employment shall be counted as continuous service on a prorated basis; and continuous service shall not be deemed interrupted by any period of authorized leave of absence, but any unpaid leave of absence of ninety (90) consecutive school days or more shall not be counted in computing total Joint Agreement seniority.

C. Any ties in length of continuous service shall be determined by date of hire by the Executive Board. Ties in date of hire shall be unbroken by drawing lots.

D. Continuous service shall not be deemed interrupted by any period of authorized leave of absence, but any unpaid leave of absence of ninety (90) consecutive school days or more shall not be counted in computing total Joint Agreement seniority.

12.2 Layoff

A. In those instances when two or more tenured certified employees are legally qualified (as per ISBE Document 1) to hold an entire position, the Board shall remove those Certified Employees as required by Section 24-12 of the Illinois School Code.

B. If between two (2) or more Certified Employees with the same certification, same group placement on the Sequence of Honorable Dismissal List and the length of service with the Board is equal, the employee listed first in the Board minutes shall control.

12.3 Recall – Certified

A. If the Board increases the number of Certified Employees or seeks a replacement for a Certified Employee who has resigned within one (1) calendar year after a reduction in force, the positions shall be first offered to the Certified Employees reduced, in the reverse order of the layoff, provided that the Certified Employees offered such a vacancy must be legally qualified to hold the entire position available.

B. A Certified Employee's failure to respond affirmatively within five (5) business days after receipt of the Board's notification of vacancy shall result in abrogation of the Certified Employee's right of recall under this Article. Notification of vacancy shall be sent by registered mail to the address on file.

C. No involuntary transfers will be made solely to create a position for a Certified Employee on recall.

D Employees on recall may decline an offer for a position which is part-time, without jeopardizing their rights to recall, or other rights which they may have. If an Employee accepts an offer for a position which is part-time and a full-time position is later available, the Employee will be given first offer for such full-time position, if qualified. Reduction to part-time does not constitute a break in service.

12.4 Reduction in Force (RIF) Sequence of Honorable Dismissal List

A. A Reduction in Force (RIF) Joint Committee shall be established consisting of three (3) certified employees appointed by the JEA President and three (3) Administrators appointed by the Board of Directors. The RIF Joint Committee shall 1) establish criteria for moving teachers from Group 2 to Group 3, 2) establish an alternative definition for Group 4, and 3) decide whether to use performance evaluations from outside the district in determining Group placement.

B. The Administration shall develop in consultation with the RIF Joint Committee, a Sequence of Honorable Dismissal List for each year within the term of this agreement. Certified employees will be placed in the appropriate category and/or categories for which they are currently teaching. In order to achieve placement under additional categories it shall be the obligation of the certified employee to apply and show proof of state certification and qualification by the State Board of Education Document 1. Such application and proof (including ISBE documentation) must be provided to the Director prior to January 15. In the event that the Board initiates an evaluation of the certified employee's credentials through the State Board of Education the Board shall pay the evaluation fee.

C. The Sequence of Honorable Dismissal List shall be updated by March 1 each year. Certified employees shall receive written notification of their respective Group placement, their last two (2) performance evaluation ratings and date of hire. Employees will have two (2) weeks from the date received to notify the Director in writing of any discrepancies with the information. The Director will provide the JEA President with the groupings (names redacted) on or before March 15. The final list shall not change until March 1 of the following year.

D. The Seniority List and Sequence of Honorable Dismissal List shall contain the following subject categories:

1. Learning Behavior Specialist – 1
2. Early Childhood Special Education
3. Speech/Language Therapist
4. Audiology
5. School Psychologist
6. School Social Worker
7. Pre-Vocational Coordinator
8. Hearing Impaired
9. Visually Impaired

12.5 Non-Certified/ESP Reduction in Force

Whenever the Board deems it necessary to reduce non-probationary non-certified (ESP) employees, the reduction shall be made in accordance with the following Articles.

12.6 ESP Seniority

Seniority shall be defined as the number of consecutive years of continuous service to the Joint Agreement within each category of position. The following criteria shall be used in determining seniority:

- A. The ESP shall begin accumulating seniority in their category of position upon completion of their probationary period.
- B. Continuous service shall begin from the day the ESP performs job duties in the Joint Agreement in an ESP capacity.
- C. Less than full-time consecutive years of employment shall be counted as continuous service on a prorated basis (based upon hours per day or days per year).
- D. Continuous service shall not be deemed interrupted by any period of authorized leave of absence. Any unpaid leave of absence of ninety (90) consecutive school days or more shall not be counted in computing total Joint Agreement seniority.
- E. An ESP will maintain seniority in the initial category of position if the Employee moves to a different category. The Employee begins at zero (0) years in the new category.
- F. Part-time ESPs converted to full-time within the same category will upon completing probation receive prorated credit for previous experience in that category.

G. ESP's who are RiF'd will maintain seniority for the period of time they remain on recall status.

12.7 ESP Seniority Applied

A. ESPs will accumulate seniority for continuous years of services within the category they are currently employed and will retain seniority within any category previously employed. Seniority may not transfer from one category to another but may transfer between job titles within the same category.

B. When transferring to another category, seniority will be retained in the previous category but will not continue to be earned within the previous categories while working the new category.

C. Part-time ESPs converted to full-time within the same category will upon completing probation receive prorated credit for previous experience in that category.

12.8 ESP Reduction in Force

In those instances when two or more non-probationary ESPs are qualified to hold a position, the Board shall remove those with the least Joint Agreement seniority. ESP on recall may decline an offer for a position which is part-time, without jeopardizing their rights to recall, or other rights which they may have. If an Employee accepts an offer for a position which is part-time and a full-time position is later available, the Employee will be given first offer for such full-time position, if qualified. Reduction to part-time does not constitute a break in service.

12.9 ESP Recall

A. If the Board increases the number of ESPs or seeks a replacement for an ESP who has resigned within (1) calendar year following a reduction in force, the position becoming available shall first be offered to the ESP reduced in the reverse order of the layoff.

B. An ESP's failure to respond affirmatively within five (5) business days after receipt of the Board's notification of vacancy sent by registered mail to the ESP's address on file, shall result in abrogation of the ESP's rights of recall under this Article.

C. The Board shall notify ESPs of recall by registered letter that shall be mailed within 36 hours of Board recall action.

D. Employees may decline an offer for a position which is part-time and take lay-off, without jeopardizing their rights to recall, or other rights which they may have. If an Employee accepts an offer for a position which is part-time and a full-time position is later available, the Employee will be given first offer for such full-time position, if qualified. Reduction to part-time does not constitute a break in service.

12.10 ESP Seniority Lists

A. The Administration shall develop a Seniority List each year within the terms of this agreement. ESPs will be placed in the appropriate category and/or categories for which they are currently qualified.

B. The Seniority Lists shall be updated and posted in each school building by January 15. ESPs shall have two (2) weeks from the date the lists are posted to notify the Director in writing of any discrepancies in the Seniority List. The Director will then post the final list on February 1. The final list shall not change until January 15 of the following year.

C. The ESP Seniority List shall contain the following category of positions:

1. Teacher Assistant
2. Physical Therapist
3. Physical Therapist Assistant (PTA)
4. Registered Occupational Therapist/CTR
5. Certified Occupational Therapy Assistant (COTA)
6. Secretary

12.11 ESP Probationary Period

All ESPs will be considered as probationary until the completion of one year of continuous full time employment within the Joint Agreement. The Administration may extend the probationary period one year by giving written notice to the ESP twenty (20) days before the end of the school term.

ARTICLE XIII – TRANSFERS, ASSIGNMENTS & VACANCIES

13.1 Involuntary Transfer

Involuntary transfers shall not be made without the prior knowledge of the Employee involved. Any Employee involuntarily transferred will be notified in writing of the transfer and the reason will be stated. The Association will be given a copy of this notice. Any Employee affected by an involuntary transfer shall be entitled to a private conference with the Director to discuss the transfer and the reason for said transfer. In the event that a tenured Certified Employee or Non-probationary ESP is to be involuntarily transferred, the Board/Administration may consider length of service in the District as one factor in the decision-making process. The Board/Administration may also consider whether there are any suitable volunteers for the position available. In all cases, however, the Board/Administration may make such transfers when it is necessary to best utilize the staff or when the Board considers it in the best interest of the students and the Joint Agreement. Existing positions that are opened or that become vacated due to student enrollment changes during the school year are not subject to Article 13.4 of this Agreement.

13.2 Voluntary Transfer

Any employee may apply for transfer to another building or for a reassignment when a vacancy exists. Such applications shall be in writing to the Director or designee. In filling such vacancies, consideration shall be given to Employees who have applied for a transfer. In filling any vacancy the Board/Administration may consider qualifications, certification, merit and ability (most recent performance evaluations, if available) and relevant experience. If requested by the Employee, the Director or designee shall meet with the Employee to discuss the denial of such request.

13.3 Employee Assignments

A. An Employee shall be given written notice of his/her tentative assignments for the forthcoming year within twenty (20) days after the closing date of school. In the event changes in such assignments are proposed, the Employee affected shall be notified. In no event shall involuntary changes in the Employee's assignment be made later than twenty (20) days preceding the commencement of the next school year unless an emergency, enrollment changes, resignations, and other changes in student or Employee status requires same. In the event of such emergency, the Employee affected and the Association shall be notified.

B. A building-based aide is not assigned to a specific teacher and can be assigned as needed in the building

- C. Secretarial assignments based on program needs are exempt from the above.
- D. The Association will be involved in any voluntary changes of assignment made later than twenty (20) days preceding the commencement of the next school year.
- E. Changes in assignments during the school year are not considered vacancies. All positions that are reassigned during the school year will be posted for the following school year.

13.4 Notice of Vacancies

- A. The Board shall give to a building representative to be named by the Association for posting in each building regularly attended by JAMP personnel written notice of all Employee and Administrative vacancies that occur during the school year or as the Administration first has knowledge of it.
- B. No such position shall be filled on a permanent basis within ten (10) days of notice.
- C. Employees will receive written notice via District email of all vacant or new positions that occur during the school year. During the summer months, the Director shall mail notices of vacancies or new positions with the bi-monthly checks following the Board action.

ARTICLE XIV – EMPLOYEE COMPENSATION & FRINGE BENEFITS

14.1 Salary Schedules and Retirement

A. See Appendices for Salary Schedules

2021-2022

Certified	JAMP Board will pay 33% of Employee TRS + Step Increase
Non-Certified	5% increase on current salary

2022-2023

Certified	JAMP Board will pay 66% of Employee TRS + Step Increase
Non-Certified	3% increase on current salary

2023-2024

Certified	JAMP Board will pay 100% of Employee TRS + Step Increase
Non-Certified	2% increase on current salary

B. Teacher Retirement System Payments

1. The Board agrees to pay 33% of the employee contribution to the Illinois Teacher Retirement System beginning with the 2021-2022 school year, 66% of the employee contribution for the 2022-2023 school year, and 100% of the employee contribution for the 2023-2024 school year. If the state raises the TRS contribution rate, JAMP will pay up to a 0.5% increase in the rate per school year. Any amount greater than that will be subject to future.

2. From the current established gross salary, according to authority granted by the Pension Reform Act of 1974, Section 414 (h) (2) of the Internal Revenue Code, the Governing Board agrees to shelter and pay on behalf of the teacher 66% of the teacher's gross salary to the Teacher Retirement System for the 2021-2022 school year and will shelter said amount for tax purposes. The Governing Board agrees to shelter and pay on behalf of the teacher 33% of the teacher's gross salary to the Teacher Retirement System for the 2022-2023 school year and will shelter said amount for tax purposes.

C. IMRF Retirement: The Board agrees to make contributions to the Illinois Municipal Retirement Fund as stated by IMRF regulations governed by Article 7 of the Illinois Pension Code and other applicable codes, regulations, or statutes. This shall include sheltering the ESP's contributions currently at 4.5% of salary and the Board's

contributions. It is recognized that the Board's contribution is subject to annual changes.

14.2 Sick Leave

A. Each certified employee shall be entitled to a total of thirteen (13) paid sick leave days per year, or fifteen (15) paid sick leave days per school year, after 120 sick days have been accumulated. Sick leave is to be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household including birth, adoption or placement for adoption (as defined in Section 25-6 of The Illinois School Code of Illinois). Upon request, the certified employee will explain in writing to the Director the reason for absence caused by sickness in the immediate family. The Director may require a physician's certificate to verify illness of any employee who accumulates seven (7) or more sick leave absences per school year. Sick leave may accumulate to a total of three hundred forty (340) days.

B. Each Non-Certified Employee shall be entitled to a total of thirteen (13) paid sick leave days per school year or fifteen (15) paid sick leave days per school year after 120 sick days have been accumulated. Non-certified employees who are employed for two hundred twenty (220) days shall receive fifteen (15) paid sick leave days per fiscal year. Sick Leave is to be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household including birth, adoption or placement for adoption (as defined in Section 25-6 of The Illinois School Code of Illinois). Upon request, the Non-Certified employee will explain in writing to the Director the reason for absence caused by sickness in the immediate family. The Director may require a physician's certificate to verify illness of any employee who accumulates seven (7) or more sick leave absences per school year. Sick leave may accumulate to a total of two hundred forty (240) days.

C. Sick, personal and vacation leave must be taken in increments of $\frac{1}{2}$ or one (1) day. Upon prior written approval of the Director or designee, $\frac{1}{4}$ day increments may be used at the beginning or end of the work day as long as there is no interruption in the delivery of student services. Usage of $\frac{1}{4}$ day increments shall be a maximum of four (4) per year per Employee. Additional $\frac{1}{4}$ day increments may be granted on an individual basis with prior written approval of the Director.

D. The bookkeeper shall keep a record of all of an Employee's unused sick leave.

E. The Board shall provide an attendance pay incentive for employees according to the following schedule:

Attendance Days	Certified/Non-Certified
0 absences	\$400.00
1 absence	\$300.00
2 absences	\$200.00
3 absences	\$100.00

Anyone who has submitted their notice to retire and is four years or less from retirement is no longer eligible for this incentive under this provision.

14.3 Insurance

A. The Board will pay \$710 towards the premium of the group health insurance plan. Any increase in the individual insurance premium during the life of the contract shall be shared 50%/50%.

B. In the event that the health insurance benefits for JAMP are withdrawn and no other insurance carrier is willing to carry the risk, the Board agrees to continue its monthly health insurance contribution to those Employees of record covered under an insurance program they have purchased. The amount will be equal to that which was being paid for individual coverage including dental and prescription drug program.

C. A joint insurance committee consisting of three (3) Association members and three (3) members designated by the Board shall be established.

1. The committee may solicit bids relative to coverage for Employee programs and examine the performance of the current programs.
2. This committee will be responsible for presenting new ideas on insurance coverage.
3. Changes in carriers and/or benefits shall not occur until the committee has made recommendations to the Association for members' approval and the Board for their approval.
4. The Board shall provide life insurance in the amount of \$20,000 for each Employee. The Board shall provide the option for each Employee to purchase additional life insurance for themselves and their dependents. All costs of the additional life insurance shall be borne by the Employee, payable monthly through payroll deduction at the Employee's option.

14.4 Extracurricular Assignments

Extracurricular assignments shall be made on a voluntary basis. If the Board finds it necessary to make an extracurricular assignment on an involuntary basis, the assignment shall be considered temporary until the Board finds a suitable volunteer. In the event that an involuntary assignment of an extracurricular activity is made, the Board will make every reasonable effort to find a suitable replacement as soon as possible.

14.5 Credit Union Deduction

Employees may request credit union payroll deductions provided the following:

A. A request for deduction must be submitted to the Director in writing. The request may be submitted at any time during the school year. The deduction will be enacted within one (1) month of said request.

B. An Employee may cancel a deduction request by notification in writing to the Director at any time after a deduction is approved. Such cancellation will be made as soon as possible after receipt of the cancellation request.

C. The Board shall assume no liability with regard to credit union deductions except its duty to make approved deduction in the amount requested by the Employee and to forward such deductions to the designated credit union.

14.6 Salary Credit

A. Any Certified Employee employed by the Governing Board prior to November 1 of a school year who completes the remainder of the school year satisfactorily and is re-employed for the following school year shall be advanced on the salary schedule one (1) full experience increment until he/she reaches the top of the salary scale.

B. Any ESP employed by the Governing Board who is re-employed for the following school year shall be advanced on the salary schedule until he/she reaches the top of the salary schedule based on the following:

180 Day Employee

220 Day Employee

0-60 days worked – no credit

0-80 days worked – no credit

61-120 days worked – ½ year credit

81-160 days worked – ½ year credit

121-180 days worked – 1 year credit

161-240 days worked – 1 year credit

14.7 Death Benefit

In case of the death of a tenured certified employee or a non-probationary ESP who has successfully completed three (3) full years of service with the Joint Agreement, the

Governing Board shall within thirty (30) days of said Employee's death, pay to that Employee's legal beneficiary an amount equal to said Employee's unused sick leave accumulation multiplied by \$45.00. The total amount paid shall not exceed \$2,700.00.

14.8 Severance Pay

Non-Certified Employees who have successfully completed four (4) full years of service with JAMP, who voluntarily terminates his/her employment and who is in good standing, shall receive an amount equal to said Employee's unused sick leave accumulation multiplied by \$35.00. Said severance pay will be paid within thirty (30) days of the Boards' acceptance of the Employee's resignation or last day of work. The total amount of severance pay shall not exceed \$3,500.00.

14.9 Pay Period

Payday for all employees will be twice monthly, on the fifth (5) and the twentieth (20). If the payday date falls on the weekend, the payday will be the preceding Friday. A payday schedule will be distributed at the beginning of each contract year. Those employees who submit time sheets may not be paid if the time sheets are not received according to the schedule.

14.10 Tuition Reimbursement

Any employee who enrolls in an accredited college or university and plans to take a course or workshop that is related to his/her present assignment may apply to the Director for tuition subsidy prior to enrollment of the course/workshop. When the Director has given approval and the employee has provided evidence of the successful completion of the course/workshop and proof of payment, the Board will remit reimbursement of \$950.00 or the total cost of tuition and fees, whichever is less, to the employee. The employee shall receive only one such tuition reimbursement per school year. The JEA President will be provided a copy of tuition reimbursement approval at the time the approval is given. Employees who provide proof of payment for tuition and of successful completion of a course, no later than October 1, will be advanced on the salary schedule by the next pay period. Personal payment means that the employee has incurred actual expense for tuition and for which the employee has not been reimbursed through other means.

Total Joint Agreement cost shall not exceed \$2500 per semester for fall, spring, and summer. Any unused amount will be added to the following semester. If there are more approved requests than there are funds available in a given semester, then the available funds will be prorated among those approved.

Flex time may be granted by the Board following the Director's approval to allow certified and non-certified employees to fulfill their work day beyond normal working hours in order to pursue educational opportunities related directly to teacher

certification as well as in other areas such as occupational/physical therapy, school social work, speech pathology, or school psychology.

14.11 Retirement (Certified)

A. Certified Employees who retire with no ERO cost to the Board (35 years of creditable service or 60 years of age) and who retire at the first date eligible for a non-discounted annuity as defined by the rules and regulations of TRS or by the end of the school year when that date occurs, shall receive a retirement incentive of 6% of the previous year's creditable earnings as defined by TRS. Incentives may be paid in the last four (4) years, three (3) years, two (2) years, or one (1) year by multiplying 1.06 times the previous year's creditable earnings. An irrevocable letter of resignation must be received no later than May 1 of the year prior to the first year of incentive payments. An employee shall not be eligible for the retirement incentive if she/he exceed 6% in TRS creditable earnings in any of the years used for calculation of the final average salary, or there are additional incentives mandated by the legislature or TRS.

B. Any sick leave enhancement granted other than in 14.2 will require a TRS penalty. These cases will be addressed on a case by case basis.

14.12 Mileage Reimbursement

A. Mileage reimbursement for employees shall be the IRS rate per mile. This rate will be adjusted as the IRS rate changes and will take effect in accordance with IRS requirements.

B. Mileage claims shall be turned in within the first week of the month.

C. Reimbursement checks shall be distributed on the next working day following the Executive Board meeting.

D. Employees who travel during the work day shall be reimbursed for mileage, which exceeds home to designated office mileage and designated office to home mileage, without the necessity of reporting to or signing in at their designated office. No mileage will be reimbursed to or from an employee's home to the employee's designated office.

ARTICLE XV –DUES DEDUCTIONS

- 15.1 Upon receipt of a written authorization from an employee, the Board shall make payroll deductions for dues, initiation fees, assessments, and other payments for the Association and any authorized increases therein and shall remit such deductions within ten (10) days to the Association at the address designated by the Association.
- 15.2 The Association shall advise the Board of any increases in dues, in writing, at least thirty (30) calendar days prior to its effective date.
- 15.3 All dues deduction authorizations and/or revocations shall be processed exclusively by the Association, and the Association shall be responsible for informing the Board of all authorized deductions and/or revocations.
- 15.4 The Association shall maintain accurate records of the voluntary deductions which have been authorized by employees and shall give the Board timely notice of any changes in such authorizations, with the understanding that the Board will promptly execute said changes in payroll deductions. The Board will not cease voluntary deductions from a member unless required to do so by law, or so directed by an arbitrator, a court of competent jurisdiction, or upon request of the Association.
- 15.5 Such authorized deductions shall be made in accordance with law.
- 15.6 The Association shall indemnify, defend and hold the Board harmless against any claim, demand, suit, cost, expense, or any other form of liability, including attorney's fees and costs arising from or incurred as a result of any act taken or not taken by the Board, its members, officers, agents, employees or representatives in complying with or carrying out the provisions of this section.

ARTICLE XVI – EFFECT OF AGREEMENT

16.1 No Strike Provision

The Association agrees not to strike during the term of this Agreement.

16.2 Adverse Working Conditions

The Employer will not require any Employee to cross a picket line to enter onto any site on which employees of Joint Agreement member districts regularly assigned to such site are involved in a lawful strike and a picket line established. An alternative work site or assignment will be provided by the Employer.

16.3 Status Quo

It shall be understood that items in the existing agreement not proposed for negotiation shall be considered as mutually agreed upon by both parties.

16.4 Savings Clause

In the event that the provisions of this Agreement or any application of this Agreement to any bargaining unit member is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

16.5 This Agreement shall be in effect as of July 1, 2021 and will continue in effect until June 30, 2024.

16.6 This Agreement is signed this 1st day of June, 2021

In witness whereof:

For the Governing Board of the
JAMP Special Education Services

For the JAMP Education
Association, IEA/NEA


Chairman


President


Secretary


Secretary

APPENDIX A SALARY SCHEDULES

JAMP Non-Certified New Hire Placement Matrix **2021 - 2024**

YEARS	NURSE ASSISTANT					VOCATION	PTA/	
	Assistant	Secretary	CNA	LPN	RN	pport Liais	COTA	OT/PT
1	\$14,852	\$15,766	\$15,868	\$19,355	\$21,961	\$17,785	\$24,725	\$41,981
2	\$15,352	\$16,266	\$16,368	\$19,835	\$22,461	\$18,285	\$25,228	\$42,481
3	\$15,852	\$16,766	\$16,868	\$20,335	\$22,961	\$18,785	\$25,728	\$42,981
4	\$16,352	\$17,266	\$17,368	\$20,835	\$23,461	\$19,285	\$26,228	\$43,481
5	\$16,852	\$18,266	\$17,868	\$21,335	\$23,961	\$19,785	\$26,725	\$43,981
6	\$17,352	\$18,766	\$18,368	\$21,835	\$24,461	\$20,285	\$27,228	\$44,481
7	\$17,852	\$19,266	\$18,868	\$22,335	\$24,961	\$20,785	\$27,728	\$44,981
8	\$18,352	\$19,766	\$19,368	\$22,835	\$25,461	\$21,285	\$28,228	\$45,481
9	\$18,852	\$20,266	\$19,868	\$23,335	\$25,961	\$21,785	\$28,728	\$45,981
10	\$19,352	\$20,766	\$20,368	\$23,835	\$26,461	\$22,285	\$29,228	\$46,481

**JAMP SALARY SCHEDULE
CERTIFIED STAFF
2021-2022**

YEARS	BS <u>Salary</u>	BS+16 <u>Salary</u>	MS <u>Salary</u>	MS+16 <u>Salary</u>	MS+32 <u>Salary</u>	MS+48 <u>Salary</u>
0	\$ 41,625	\$42,645	\$43,665	\$44,685	\$45,705	\$47,705
1	\$ 42,125	\$43,145	\$44,165	\$45,185	\$46,205	\$48,205
2	\$ 42,625	\$43,645	\$44,665	\$45,685	\$46,705	\$48,705
3	\$ 43,125	\$44,145	\$45,165	\$46,185	\$47,205	\$49,205
4	\$ 43,625	\$44,645	\$45,665	\$46,685	\$47,705	\$49,705
5	\$ 44,125	\$45,145	\$46,165	\$47,185	\$48,205	\$50,205
6	\$ 44,625	\$45,645	\$46,665	\$47,685	\$48,705	\$50,705
7	\$ 45,125	\$46,145	\$47,165	\$48,185	\$49,205	\$51,205
8	\$ 45,625	\$46,645	\$47,665	\$48,685	\$49,705	\$51,705
9	\$ 46,125	\$47,145	\$48,165	\$49,185	\$50,205	\$52,205
10	\$ 46,625	\$47,645	\$48,665	\$49,685	\$50,705	\$52,705
11	\$ 47,125	\$48,145	\$49,165	\$50,185	\$51,205	\$53,205
12	\$ 47,625	\$48,645	\$49,665	\$50,685	\$51,705	\$53,705
13	\$ 48,125	\$49,145	\$50,165	\$51,185	\$52,205	\$54,205
14	\$ 48,625	\$49,645	\$50,665	\$51,685	\$52,705	\$54,705
15	\$ 49,125	\$50,145	\$51,165	\$52,185	\$53,205	\$55,205
16	\$ 49,625	\$50,645	\$51,665	\$52,685	\$53,705	\$55,705
17	\$ 50,125	\$51,145	\$52,165	\$53,185	\$54,205	\$56,205
18	\$ 50,625	\$51,645	\$52,665	\$53,685	\$54,705	\$56,705
19	\$ 51,125	\$52,145	\$53,165	\$54,185	\$55,205	\$57,205
20	\$ 51,625	\$52,645	\$53,665	\$54,685	\$55,705	\$57,705
21	\$ 52,125	\$53,145	\$54,165	\$55,185	\$56,205	\$58,205
22	\$ 52,625	\$53,645	\$54,665	\$55,685	\$56,705	\$58,705
23	\$ 53,125	\$54,145	\$55,165	\$56,185	\$57,205	\$59,205
24	\$ 53,625	\$54,645	\$55,665	\$56,685	\$57,705	\$59,705
25		\$55,145	\$56,165	\$57,185	\$58,205	\$60,205
26		\$55,645	\$56,665	\$57,685	\$58,705	\$60,705
27		\$56,145	\$57,165	\$58,185	\$59,205	\$61,205

****The JAMP Board will pay 33% of the Employee's TRS Payment***

**JAMP SALARY SCHEDULE
CERTIFIED STAFF
2022-2023**

YEARS	BS <u>Salary</u>	BS+16 <u>Salary</u>	MS <u>Salary</u>	MS+16 <u>Salary</u>	MS+32 <u>Salary</u>	MS+48 <u>Salary</u>
0	\$ 41,625	\$42,645	\$43,665	\$44,685	\$45,705	\$47,705
1	\$ 42,125	\$43,145	\$44,165	\$45,185	\$46,205	\$48,205
2	\$ 42,625	\$43,645	\$44,665	\$45,685	\$46,705	\$48,705
3	\$ 43,125	\$44,145	\$45,165	\$46,185	\$47,205	\$49,205
4	\$ 43,625	\$44,645	\$45,665	\$46,685	\$47,705	\$49,705
5	\$ 44,125	\$45,145	\$46,165	\$47,185	\$48,205	\$50,205
6	\$ 44,625	\$45,645	\$46,665	\$47,685	\$48,705	\$50,705
7	\$ 45,125	\$46,145	\$47,165	\$48,185	\$49,205	\$51,205
8	\$ 45,625	\$46,645	\$47,665	\$48,685	\$49,705	\$51,705
9	\$ 46,125	\$47,145	\$48,165	\$49,185	\$50,205	\$52,205
10	\$ 46,625	\$47,645	\$48,665	\$49,685	\$50,705	\$52,705
11	\$ 47,125	\$48,145	\$49,165	\$50,185	\$51,205	\$53,205
12	\$ 47,625	\$48,645	\$49,665	\$50,685	\$51,705	\$53,705
13	\$ 48,125	\$49,145	\$50,165	\$51,185	\$52,205	\$54,205
14	\$ 48,625	\$49,645	\$50,665	\$51,685	\$52,705	\$54,705
15	\$ 49,125	\$50,145	\$51,165	\$52,185	\$53,205	\$55,205
16	\$ 49,625	\$50,645	\$51,665	\$52,685	\$53,705	\$55,705
17	\$ 50,125	\$51,145	\$52,165	\$53,185	\$54,205	\$56,205
18	\$ 50,625	\$51,645	\$52,665	\$53,685	\$54,705	\$56,705
19	\$ 51,125	\$52,145	\$53,165	\$54,185	\$55,205	\$57,205
20	\$ 51,625	\$52,645	\$53,665	\$54,685	\$55,705	\$57,705
21	\$ 52,125	\$53,145	\$54,165	\$55,185	\$56,205	\$58,205
22	\$ 52,625	\$53,645	\$54,665	\$55,685	\$56,705	\$58,705
23	\$ 53,125	\$54,145	\$55,165	\$56,185	\$57,205	\$59,205
24	\$ 53,625	\$54,645	\$55,665	\$56,685	\$57,705	\$59,705
25		\$55,145	\$56,165	\$57,185	\$58,205	\$60,205
26		\$55,645	\$56,665	\$57,685	\$58,705	\$60,705
27		\$56,145	\$57,165	\$58,185	\$59,205	\$61,205

**The JAMP Board will pay 66% of the Employee's TRS Payment*

**JAMP SALARY SCHEDULE
CERTIFIED STAFF**

2023-2024

	BS	BS+16	MS	MS+16	MS+32	MS+48
YEARS	Salary	Salary	Salary	Salary	Salary	Salary
0	41625	42645	43665	44685	45705	47705
1	42125	43145	44165	45185	46205	48205
2	42625	43645	44665	45685	46705	48705
3	43125	44145	45165	46185	47205	49205
4	43625	44645	45665	46685	47705	49705
5	44125	45145	46165	47185	48205	50205
6	44625	45645	46665	47685	48705	50705
7	45125	46145	47165	48185	49205	51205
8	45625	46645	47665	48685	49705	51705
9	46125	47145	48165	49185	50205	52205
10	46625	47645	48665	49685	50705	52705
11	47125	48145	49165	50185	51205	53205
12	47625	48645	49665	50685	51705	53705
13	48125	49145	50165	51185	52205	54205
14	48625	49645	50665	51685	52705	54705
15	49125	50145	51165	52185	53205	55205
16	49625	50645	51665	52685	53705	55705
17	50125	51145	52165	53185	54205	56205
18	50625	51645	52665	53685	54705	56705
19	51125	52145	53165	54185	55205	57205
20	51625	52645	53665	54685	55705	57705
21	52125	53145	54165	55185	56205	58205
22	52625	53645	54665	55685	56705	58705
23	53125	54145	55165	56185	57205	59205
24	53625	54645	55665	56685	57705	59705
25		55145	56165	57185	58205	60205
26		55645	56665	57685	58705	60705
27		56145	57165	58185	59205	61205

****The JAMP Board will pay 100% of the Employee's TRS Payment***