

MASTER AGREEMENT



Jenison Education Association

and the

Jenison Public School District

September 1, 2015 – August 31, 2018

JENISON EDUCATION ASSOCIATION CONTRACT

PREFACE	3
ARTICLE 1	4
Recognition and Definitions	
ARTICLE 2	5
Association and Teacher Rights	
ARTICLE 3	6
Management Rights and Responsibilities	
ARTICLE 4	7
Payroll Deductions	
ARTICLE 5	8
Teaching Hours and Conditions	
ARTICLE 6	11
Class Size	
ARTICLE 7	13
Department Chairpersons/Elementary Team Leaders	
ARTICLE 8	16
Illness, Disability and Bereavement	
ARTICLE 9	18
Personal and Association Leave	
ARTICLE 10	19
Sabbatical Leave	
ARTICLE 11	20
Unpaid Leaves of Absence	
ARTICLE 12	22
Professional Improvement	
ARTICLE 13	23
Continuity of Operations	
ARTICLE 14	24
School Calendar	
ARTICLE 15	25
Professional Compensation	
ARTICLE 16	27
Insurance Protection	
ARTICLE 17	30
Student Teaching Assignments	
ARTICLE 18	31
Student Discipline and Teacher Protection	

ARTICLE 19 33
Grievance Procedure

ARTICLE 20 35
Negotiation Procedures

ARTICLE 21 36
Miscellaneous Provisions

ARTICLE 22 38
Early Retirement Incentive

ARTICLE 23 40
Duration of Agreement

APPENDIX A..... 41
Contract For Supplemental Services

APPENDIX B..... 42
Teacher Salary Provisions

APPENDIX B-1..... 43
Compensation Schedule For Supplemental Services

APPENDIX B-2..... 45
Athletic Compensation Schedule For Supplemental Services

APPENDIX C..... 48
Mentor Teachers

APPENDIX D..... 49
Special Education References/Response to Intervention (RTI)

APPENDIX E..... 51
Pertinent Letters of Agreement

JENISON EDUCATION ASSOCIATION MASTER AGREEMENT

2015-2016/2016-2017/2017-2018

This agreement entered into this 1st day of September 2015 by and between the Jenison Education Association, hereinafter called the "Association," and the Jenison Public School District, Jenison, Michigan, hereinafter called the "Board." The signatories shall be the sole parties of this Agreement.

PREFACE:

Whereas, the Board and the Association recognize and declare that providing a quality education for the children of Jenison is their mutual aim and that the character of such education depends predominately upon the quality and morale of the teaching service, and

Whereas, the Board has statutory obligation, pursuant to the Public Employment Relations Act, Act 336, of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its teaching personnel with respect to hours, wages, terms, and conditions of employment, and

Whereas, the parties have reached certain understandings which they desire to conform in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

Recognition and Definitions

- A. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all professional teaching staff under contract, exclusive of administrative personnel, substitute teachers, supervisors, school social workers, and school psychologists.
- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. Years of service shall be defined as continuous and uninterrupted years of service in the Jenison Public School system. Leaves of absence with or without pay and absence due to layoff are not considered a break in service. Any period of time spent on layoff or leave of absence shall count as continuous years of service, only for the purpose of this Article. Experience at less than a full teaching load shall count as if the experience were at a full teaching load, but only for the purpose of this Article.
- D. The Board shall maintain an up-to-date seniority roster of all employees in the bargaining unit covered by this Agreement. The seniority list of teachers shall reflect the following information: first day of work, degrees held, certificate held, tenure status, and last four digits of social security number. For bargaining unit employees who were hired prior to August 1, 1986, seniority shall be based on date of hire. For teachers hired August 1, 1986, or later, when two or more teachers are equal in accumulated service time, those teachers shall be ranked highest to lowest in order of the last four (4) digits of their respective social security numbers in descending order (i.e., a social security number with the last four (4) digits of 3611 has more seniority than a social security number ending in 3610).
- E. Tenure shall mean that status as achieved and defined in the Teacher Tenure Act. Probation or probationary teacher shall also be defined in accordance with the Teacher Tenure Act.
- F. Fully certified is defined as holding valid certification from the Michigan Department of Education in the designated subjects and/or grade levels to be taught. Highly qualified status is determined by the Michigan Department of Education.
- G. Bargaining unit members who are not subject to the Teacher Tenure Act (licensed, not eligible to be teacher certified, counselors and speech pathologists) will continue the protections afforded to them under the 2011-13 Master Agreement for placement, discipline, layoff/recall, and evaluation.

ARTICLE 2

Association and Teacher Rights

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association shall have the right to use the school buildings. Permission must be obtained from the Building Administrator, and the same rules and regulations will apply to the Association as to other community groups. The JEA will not be charged for rental use when there is a custodian on duty in the building.
- D. The provisions of this Agreement shall be applied without regard to gender, sexual orientation, marital status, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
- E. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further that such repair or loss is not covered by insurance, warranty, and/or service agreements.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the financial resources of the district as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers.
- G. Each teacher shall have the right, upon request, to review the contents of his/her personnel file in accordance with district policy and applicable statute. If the principal keeps an accumulated file, it should be open to the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in the file review. The teacher has the right to file a response to any material in the file, and this response shall become part of the personnel file.
 - 1. If the teacher's personnel file contains information which the teacher believes is false, the teacher may utilize the contractual grievance procedure to have said material removed or destroyed. The parties understand that any document that includes "pc personnel file" will be regarded as inclusive of the personnel file by the parties on the date of the document.
- H. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of professional performance, and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.

ARTICLE 3

Management Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; to establish grades and courses of instruction; to establish special programs; and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board and to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities.

- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States. The Board of Education retains sole authority for decisions regarding Prohibited Subjects of Bargaining as delineated in the Public Employment Relations Act. It is further recognized that the Board, in meeting such responsibilities and, in exercising its powers and rights, acts through its administrative staff.

- C. Any staff member leaving the school system shall notify the Superintendent on or before July 1 of the coming school year. When a teacher decides not to renew his contract, he is requested to notify the Administration at the earliest convenient date.

ARTICLE 4

Payroll Deductions

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittance for credit union, city income taxes as appropriate or any other plans or programs jointly approved by the Association and the Board. Direct deposit of payroll checks will occur for employees through the Business Office. The Business Office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the Business Office seven (7) days prior to the end of a pay period.

- B. The Board and the Association recognize the importance of each employee pursuing an active retirement savings plan. To this end, the Board will provide payroll deduction for participation in 403b plans. Applications for payroll deduction will be accepted at any time. Participation in any and all programs is subject to IRS guidelines.

- C. 403B Vendors utilized and available to employees of the district must meet IRS regulations and meet standards set forth in the plan document. The JEA will be given a copy of the plan document and will be notified of any changes made to the plan document. If changes are subject to the collective bargaining agreement, the parties will meet to bargain the change.

The JEA will be notified of any complaints, issues or problems arising from the administration of the plan, and JEA will notify Administration of those that come to their attention. Any fees incurred through the use of the third party administrator will be disclosed to the JEA. If fees are determined to be excessive, the parties will meet to discuss the issue.

It is the intent of the parties that the plan documents will be in compliance with all IRS regulations and all legal requirements. The parties agree that the plan document and the third party administrator must serve the needs of the members.

ARTICLE 5

Teaching Hours and Conditions

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers must report unavailability for work prior to 7:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. Whenever a classroom teacher is asked by an Administrator to forfeit his/her planning period to take over a class for another teacher, he/she shall be compensated at the rate of .07% of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018 per period forfeited.
- B. Teachers are to be in their respective buildings at least 20 minutes beyond the student day. These minutes can be before school, after school or a combination thereof.
- C. A teacher shall request permission from his/her building administrator or designee to leave earlier than the time set forth in Part B. The administrator may require the request be confirmed in writing.
- D. Teachers are encouraged to remain for a sufficient period after the close of the normal school day to attend to those matters which properly require attention at that time, including consultations with parents and students, when scheduled directly with the teacher, except that on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
- E. In the junior and senior high a normal teaching load shall consist of five (5) classes in a six (6) period day or six (6) classes in a seven (7) period day. One (1) period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of his/her current annual salary for the remaining days under the contract.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of a minimum of thirty (30) minutes in the secondary and forty (40) minutes in the elementary.
- G. Elementary classroom teachers will receive a guaranteed minimum of two hundred and fifty (250) minutes preparation time each week during which time their classes will receive instruction from various teaching specialists. Preparation time shall be for planning and preparation, and working with students, and parents. The regular classroom teacher may use for preparation all time during which their classes receive instruction from various teacher specialists. In the event that art, music, or physical education is eliminated in one or more elementary buildings, those teachers so affected will continue to receive a minimum of two hundred and fifty (250) minutes preparation time each week. Part-time teachers will receive a proportionate amount of paid preparation time per class period taught as is received by a full-time teacher per class period taught. Note: current practice of ability to hold IEP's during prep remains.
- H. Elementary special and special education teachers shall have a minimum of two hundred and fifty (250) minutes of preparation time per week in time periods of not less than twenty-five (25) minutes, not to include travel time, recesses and supervised lunch periods. Travel time is to be interpreted as closing the class in the first building, actual travel time, and opening class in a different building, with a minimum of twenty (20) minutes scheduled for travel.

- I. Teachers shall be required to attend faculty meetings and conferences as prescribed by the Administration. Faculty meetings will be held on Mondays or Tuesdays and will take precedence over all other meetings. Except in case of emergency, notification of such meetings shall be given by the last school day of the preceding week. Faculty meetings shall begin within fifteen (15) minutes after the end of a normal school day. Teachers shall not be required to remain beyond one (1) hour after the meeting begins. This does not apply to early dismissal or abbreviated school days. Part time teachers are responsible to attend all scheduled staff meetings without additional compensation.
- J. Daily preparation for effective teaching, correcting papers and themes, attending faculty meetings and similar activities require many hours outside of the classroom and are part of the professional responsibilities of the teacher and counselors. School programs shall be planned cooperatively by the faculty and Administration. Attendance at these appropriately related functions is expected to reflect the individual teacher's acceptance of professional responsibilities.
- K. Any teacher who is either absent or tardy from a faculty meeting, open house, or the normal school day, except when on leave or having been excused by his building administrator is subject to a loss of one (1) hour pay per hour missed or parts thereof. Part-time and tandem teachers who are in less than full time positions as a result of their own request/volunteerism will attend all District sponsored professional development without additional pay.
- L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary.
- M. Because parent/teacher conferences and open houses are an important aspect of an effective educational program, time for such conferences shall be scheduled in the school calendar. Teachers are required to attend Parent Teacher Conferences and open houses; only the Director of Human Resources may excuse attendance at Parent Teacher Conferences or open houses. Teachers who are ill will be excused; all other conflicts, including personal emergencies, must be approved by the Director of Human Resources. Coaches and other Schedule B employees obligated to attend events that are scheduled beyond their control (games, competitions) will be excused from Parent Teacher Conferences and open houses; however, practices and rehearsals must be scheduled to avoid conflict with attendance at Parent Teacher Conferences and open houses. Administrators, after consulting with staff, will submit Parent Teacher Conference and open house schedules by August 1 for publication. Schedules will be forwarded to the Jenison Education Association President to resolve any conflicts prior to publication. The Parent Teacher Conference schedules will be disseminated on a semi-annual basis prior to Parent Teacher Conferences. Teachers who work beyond the compensated period of time will either be reimbursed per diem or released from classroom responsibilities to attend additional conferences. If Parent Teacher Conferences are to be rescheduled at a different time, the teacher or counselor should make an effort to have another professional employee present in the building during these conferences.

Part-time and tandem teachers who are in less than full time positions as a result of their own request/volunteerism are expected to attend all parent/teacher conferences at which parents of any of their students may be expected to attend without additional compensation.
- N. Upon the request of the Association, vending machines shall be installed in the teachers' lounge. The proceeds from all such machines shall be placed in the Jenison Education Association Scholarship Fund. Said scholarship fund shall be administered by the Association.

- O. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.

- P. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Each year, teachers will be given an opportunity to complete an electronic Intent Form, which is to be filled out and returned to the Director of Human Resources (date to be determined annually before staffing decisions are made) if the teacher desires to request any change in assignment. Desires expressed on Intent Forms should be considered as such. Administration retains full authority over teacher placement/assignment.

ARTICLE 6

Class Size

The parties recognize that optimum school facilities for both student and teacher 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 teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

A. It is recognized by the Board of Education that the pupil/teacher ratio listed below is an important aspect for an effective educational program; therefore, the following class sizes are established:

1. Elementary Maximum

Pre-K	24- with full assistant coverage.
K-1	26
2-6	30

Gifted and Talented –Maximum of 15 sections with no more than 20 students per section and a maximum of 270 total students.

In the event the above maximums are exceeded, the teacher will receive additional services of a teacher assistant as follows:

- 1 over – half-time assistant
- 2 over – full-time assistant

2. Secondary 7-12:

- a. 150 students per day, except in vocal and instrumental music the maximum shall be 250 per day and in physical education the maximum shall be 195 per day.
- b. No more than twenty-two percent (22%) of the secondary maximums (33 students) shall be assigned to any given class period, with the exception of physical education with a maximum 43 students per hour. Vocal and instrumental music shall have no maximum student limitation.

3. Under no conditions shall the number of students assigned exceed the number of teaching stations available. A teaching station shall be defined as a place for a student to work.

B. The use of teacher assistants assigned to a building will be worked out between the teachers in that building and the Administration.

C. Special Education students who are mainstreamed into the regular classroom shall be distributed as equitably as possible among the various sections. Special education students mainstreamed for one-half time or more teacher contact time in a general education classroom shall be counted as a student enrolled in the class for purposes of this article.

Ongoing communication between special education teachers and general education teachers who serve special education students is essential. By October 1 or ten days after the beginning of second semester as appropriate, staff who provide special education services will distribute written profiles of students on their caseloads to all general education and specials teachers who have these students in class. By October 1 or within ten days after the beginning of second semester as appropriate, special education, general education,

and specials teachers will meet to confirm adaptation, accommodation, grading, and other responsibilities. This plan will be submitted to the building principal for review and approval.

The elementary general education teacher who will be receiving a special education student for the next school year will be invited to the IEP meeting if the student has been assigned to a class list at the time of the IEP.

ARTICLE 7

Department Chairpersons/Elementary Team Leaders

A. Secondary Department Chairpersons

1. All departments at the secondary level shall have a Department Chairperson, with the exception of departments with two or fewer members, which will not be considered departments for the purpose of the Department Chairperson stipend. The Principal shall appoint a Department Chairperson for each department after conferring with the department. The Principal will also review Department Chairperson responsibilities with each appointee. There shall be a Department Chairperson for each of the following departments at the Junior and Senior High School: English Language Arts, Mathematics, Social Studies, Science, and Special Education. All other content areas will be part of 7-12 departments.
2. The Department Chairperson shall be responsible for convening required meetings. The first meeting of the year will be held during staff professional development days for an hour to develop department goals that align with the School Improvement Plan and other curricular/instructional initiatives. During the first week of the school year, the Department Chairperson will meet with the Principal and Secondary Curriculum Specialist(s) to review these goals and, if necessary, recommend modifications prior to department approval. Responsibilities and expectations for the year will be confirmed.
3. During the first week of each month, Department Chairpersons must hold department meetings that last at least one hour. The Department Chairperson will confer with the Principal and Curriculum Specialist(s) as to agenda items they may recommend for department discussion. The agenda will be shared with department members no later than one school day prior to the department meeting, and the agenda, along with an invitation to attend the meeting as needed, will be shared with the Principal and the Curriculum Specialist(s). Minutes of the department meeting will be shared with the Principal and Curriculum Specialist(s) so any items recommended for discussion by the Department Chairperson Team may be included by the Principal on the agenda for their meeting which will occur the week following individual department meetings. Minutes of department meeting will also be shared with the Superintendent and Director of Curriculum.
4. Agendas for Department Chairperson Team meetings will be provided by the Principal at least one school day prior to the meeting. At this meeting, in addition to discussing agenda items, the Principal and Department Chairperson Team shall set the agenda for the next full staff meeting. It is imperative that Department Chairpersons are in attendance at all scheduled team meetings unless the Principal grants advanced permission to be excused. Minutes of the Department Chairperson Team meeting and the agenda for the full staff meeting shall be sent via e-mail to all staff the last school day prior to the full staff meeting. These minutes and agenda will also be sent to the Superintendent and Director of Curriculum.
5. During the last month of the school year, Department Chairpersons will meet with the Principal and Curriculum Specialist(s) to review department goal accomplishment and to discuss other pertinent topics. The degree to which the Department Chairperson completes all responsibilities will also be reviewed by the Principal.

6. Curricular and instructional responsibilities of Department Chairpersons will include, but not be limited to, the following: a) supporting implementation of the State Standards—all departments will review these standards and incorporate them into curriculum instructional practices as appropriate, b) working with the department to align courses to state and national standards, c) supporting implementation of writing across the curriculum and continue to improve the quality of the state assessment writing prompts at the Senior High School, d) supporting instruction in information literacy in all department courses, e) coordinating development of course assessments (including pre-assessments) aligned to state assessments and supporting the development of course activities/assignments that focus on higher-ordered critical thinking skills, f) supporting the integration of technology as an instructional tool, and g) assisting with the development of new courses and representing the department in the course adoption process. The Department Chairpersons will work closely with the Secondary Curriculum Specialists.
7. Additional responsibilities of the Department Chairpersons will include the following: maintaining the department budget, approving requisitions, approving field trips, approving conferences, and maintaining an inventory of departmental equipment.
8. Department Chairpersons shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.

B. Elementary Team Leaders

1. All grades PK-6 and Specials Teams at the elementary level shall have a Team Leader. The Director of Curriculum shall appoint Team Leaders. The Director of Curriculum will review Team Leader responsibilities with each appointee.
2. The Team Leaders, Elementary Principals, and Director of Curriculum shall be responsible for developing the agendas and convening grade level and specials team meetings. The Team Leader will chair these meetings. Minutes of the grade level/specials team meetings will be shared with team members, Elementary Principals, the Director of Curriculum, and the Superintendent.
3. Curricular and instructional responsibilities of Team Leaders will include, but not be limited to, the following: a) supporting implementation of Common Core State Standards—all grade levels will review these standards and incorporate them into curriculum/instructional practices as appropriate, b) align programs to state and/or national standards, c) supporting implementation of writing across the curriculum, d) supporting instruction in information literacy, e) coordinating development of subject area assessments (including pre-assessments) aligned to the state assessments and supporting the development of course activities/assignments that focus on higher-ordered critical thinking skills, f) supporting the integration of technology as an instructional tool, g) participating in the development and/or adoption of new programs, and h) serving on the District School Improvement Team. The Team leaders will work closely with the Director of Curriculum.
4. Elementary Team Leaders shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.

5. During the first week of each month, Elementary Team Leaders must hold grade level meetings that last at least one hour. The Leader will confer with the Principal and Curriculum Specialist(s) as to agenda items they may recommend for grade level discussion. The agenda will be shared with grade level members no later than one school day prior to the grade level meeting, and the agenda, along with an invitation to attend the meeting as needed will be shared with the Principal and the Curriculum Specialist(s). Minutes of the grade level meeting will be shared with the Principal and Curriculum Specialist(s) so any items recommended for discussion by the Team Leader may be included by the Principal on the agenda for their meeting which will occur the week following individual grade level meetings. Minutes of grade level meeting will also be shared with the Superintendent and Director of Curriculum.

ARTICLE 8

Illness, Disability and Bereavement

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate to one hundred seventy (170) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. **Personal Illness or Disability** - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. Teachers may also use personal sick leave for recovery from childbirth in accordance with a physician's statement regarding length of disability and Family Medical Leave Act as outlined in Board of Education Policy #3430.01. In any one (1) school year, up to fifteen (15) of these days may be used for illness of his/her legal dependents, including his/her spouse, residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household, when critically ill or when the physical presence of the teacher is medically necessary at times which conflict with his/her teaching duties.
 - a. Transporting an ill family member for the purpose of medical treatment (i.e. to Mayo Clinic, University of Michigan, etc.) is permissible under provisions of this article. However, transporting a family member for non-medical reasons (for example taking ill or elderly parents to winter housing out-of-state) is not a permissible use of family sick leave. However, employees may request use of personal business days or unpaid leave for this type of non-medical transfer.
 - b. If an employee must be out for an extended period (a week or more) for family sick leave purposes, he/she should notify his/her building administrator prior to logging into Aesop. The building administrator must notify the Director of Human Resources regarding the extended use of family sick leave under provisions of the Family Medical Leave Act.
 2. **Death in the Immediate Family** - The teacher may take up to ten (10) days per death. Immediate family shall be interpreted as husband, wife, mother, father, children or grandchildren. The teacher may take up to five (5) days per death of brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece or nephew. The teacher may take up to two (2) days per death of brother-in-law, sister-in-law, grandparent-in-law.
 3. **Other deaths** - The teacher may take up to one (1) day per death to attend the funeral of other persons.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of his/her sick leave credit.
- C. The Board may request a doctor's certificate or, at the Board's expense, require a teacher to submit to a physical or mental examination conducted by an appropriate specialist selected by mutual agreement of the teacher and the superintendent, or his/her designee, from a list of specialists obtained through the Physician Referral Services of Spectrum Hospital to determine whether sick leave is warranted.
- D. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave.

E. The district will continue to pay a teacher absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The teacher will endorse all workers' compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the teacher's accumulated sick leave. Thereafter, the teacher shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the workers' compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first.

Payments in addition to amounts received from workers' compensation are earned disability pension benefits and are specifically intended to augment the amount received under workers' compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such payments under this contract to be in violation of the law, then the teachers shall receive only payments under workers' compensation, and earned leave time shall be preserved.

F. A teacher absent due to a case of mumps, measles, chickenpox or scarlet fever contracted from contact with a source in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) days. Thereafter, the teacher shall use his/her accumulated leave days for any continuing period of illness or disability.

G. For new teachers or teachers with no accumulated days, the ten (10) days of leave is earned at the rate of one (1) day per month for ten (10) months. A teacher may be ill without loss of pay at any time within a school year, the number of days absent beyond the number of months worked will be deducted from his/her last pay.

H. All accumulated leave shall terminate upon severance of employment.

ARTICLE 9

Personal and Association Leave

- A. Teachers will be allowed three (3) days leave each year for personal business reasons. These days shall be non-cumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year, said day(s) shall accumulate as an additional leave day(s) under the provisions of Article 8. Absences under this section shall be for necessary business, activities or events of a personal nature related to the family, career, legal and/or financial affairs of the teacher, which cannot be handled at any other time than during the school day, and for which the teacher is not compensated in wage, salary or kind for his/her personal services. A staff member may be asked to change the date(s) of requested leave if it falls on a red-flag day. The administration reserves the right of approval for personal business day(s) used on red flag days and days that extend a recess period. Except in cases of emergency, notification of intent to use the day should be made in writing to the Director of Human Resources at least five (5) days in advance.
1. The Jenison Education Association agrees to remind its membership at its opening meeting each year that personal days are not to be used for activities such as hunting, shopping, vacationing, etc.
- B. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services, not including travel allowances or reimbursement of expenses. The teacher shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.
- C. The Association will be credited with twelve (12) leave days on an annual basis. The Association agrees to notify the Director of Human Resources via conference request forms five (5) days in advance of taking such leave. In case of an emergency, the Association agrees to notify the Director of Human Resources via conference request form, phone call, voice mail, or e-mail no less than twenty-four (24) hours in advance of taking such leave. Association leave may not conflict with district or building staff development days or parent teacher conferences, except in cases of emergency; in case of such an emergency, the Association President agrees to notify the Human Resources via conference request form, phone call, voice mail, or e-mail no less than twenty-four (24) hours in advance of taking such leave. The Association further agrees that no more than two Association members will take such emergency leave when it conflicts with professional development days or parent teacher conferences. Further, Association members who take such emergency leave during parent teacher conferences will make up the conference time within seven (7) days. The Association recognizes that parent teacher conferences and professional development are important and will only rarely take emergency Association leave when it conflicts with those activities.

ARTICLE 10

Sabbatical Leave

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution.
- B. To qualify for such sabbatical leave, a teacher must hold a continuing or professional teacher certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and be paid one-half (1/2) his/her full salary and one-half (1/2) his/her full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- D. A teacher returning from sabbatical leave shall have the same rights as other returning teachers.

ARTICLE 11

Unpaid Leaves of Absence

- A. Teachers may submit requests for leaves of absence without pay to the Superintendent. The requests shall be in writing on the application provided and contain a full explanation of the reasons for the leave of absence. The Superintendent shall consider the request and respond with an approval, denial, or alternative arrangement. If an alternative arrangement is offered, the teacher may accept the alternative arrangement by submitting an amendment to the original application. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave. This paragraph applies to all leaves not discussed in Section B. Return from such leaves shall be in accordance with Article 11, Section D.
- B. The Superintendent shall grant a leave of absence upon the submission of a request by a teacher for a leave of absence for the following reasons and under the following conditions:
1. The teacher is unable to teach because of personal illness/disability and has exhausted all sick leave available. This leave shall be granted for the duration of the illness or disability up to one (1) year. Upon written request, the Superintendent, at his/her discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 15, Section C)
 2. The teacher is inducted or enlists for military duty in any branch of the United States Armed Forces. Upon return from such leave the teacher shall be placed on the salary schedule as if he/she had taught in the district during the period of the leave. Rights granted under this section will be terminated upon any voluntary extension of such military leave.
 3. The teacher is serving as an officer of the Jenison Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers.
 4. The teacher is campaigning for, or serving in, a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers.
 5. The teacher is providing care for his/her newborn, newly adopted, and/or critically ill child for a period not to exceed six (6) weeks or for the remainder of the school year, at the election of the teacher, for any one (1) event. Upon approval of the Superintendent, a teacher may extend the six (6) week leave period to the next vacation or academic break in the school calendar. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers at the effective date of the leave. (See Article 15, Section C) Requests to extend such a leave beyond the year in which it was initiated must be forwarded in writing to the Superintendent no later than May 1.
- C. The following leaves shall be granted for a maximum of two (2) years upon application and approval of the Superintendent: The teacher is participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a university teaching exchange, cultural, travel or work program related to his/her professional responsibilities; provided the teacher states his/her intentions to

return to the school system. Upon return from such leaves the teacher shall be afforded the same negotiated pay increase as all other teachers as if he/she had taught in the district during such period.

D. All leaves shall be subject to the following conditions:

1. All leaves of absence shall not be extended unless expressly approved by the Superintendent and will not exceed two years. If a teacher does not return to employment at the end of the second year, the teacher will resign employment with the district.
2. Except in emergencies which preclude such notice, the Superintendent shall be provided notice of request for leave thirty (30) days in advance.
3. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Superintendent or specified by the terms of this Article. Return from leaves specified in Section B of the Article shall be at the beginning of the school year immediately following expiration of the leave period.
4. A teacher returning to work at the beginning of the next school year from an approved leave which commenced during the prior school year shall have the same rights as other returning teachers.
5. A teacher who desires return from an unpaid leave extending beyond the school year in which he/she initially commenced the leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and highly qualified.

ARTICLE 12

Professional Improvement

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state, and federal educational projects.
- B. Credits needed for continuing/professional certification are the responsibility of the teacher and tuition reimbursement will only be made for those courses taken after the teacher earns continuing/professional certification.
- C. Full tuition reimbursement will be paid annually to full time teachers for the first six (6) semester hours (or equivalent term hours) in a planned degree program for 2015-2016 and for the first three (3) hours in a planned degree program from September 1, 2016 forward. Proof of completion of said credits (in a planned degree program) must be submitted to the Director of Human Resources for reimbursement. Tuition for part time teachers shall be paid on a prorated basis, i.e. a 60% teacher shall be eligible for a maximum annual reimbursement for 3.6 semester hours in a planned degree program for 2015-2016 and for 1.8 semester hours in a planned degree program from September 1, 2016 forward (60% of allowable semester hours). If attending out-of-state or private institutions, the Board of Education will reimburse at a per credit rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University up to the maximums designated above. The Board of Education shall not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source. Payment for amount of tuition shall be made to each teacher within thirty (30) days after the teacher submits to the Director of Human Resources proof of completion of credits.
- D. The teacher must return to the Jenison School system to be eligible for any tuition reimbursement.
- E. Teachers may be granted release-time for the purpose of observation in other educational systems or attendance at in-service meetings and educational conferences. A formal request should be received from the teacher not less than five (5) school days in advance. A report will be submitted for all such days granted.
 - 1. The Board of Education shall pay registration fees for seminars, workshops, and conferences approved by the administration.
 - 2. A conference request form, which includes rationale and a list of anticipated expenses, will be submitted online for approval prior to all conferences.

ARTICLE 13

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.

- B. Should scheduled student instruction days be canceled due to inclement weather or other conditions which make it impracticable to hold classes, teachers shall not be required to report, and those canceled student instruction days necessary to be rescheduled to assure full state aid funding to the school district will be rescheduled and worked by teachers as student instruction days as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to assure full state aid funding, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead. Any student instruction day required to be rescheduled will be rescheduled by the Board at a date which is contiguous to the dates for student instruction specified in the school calendars set forth in this Agreement. The school calendar may be expanded by one weekday date for each student instruction day required to be rescheduled.

ARTICLE 14

School Calendar

- A. The school calendars, which are attached, shall consist of 180 teacher days and 175 student days for the 2015-2016 school year and 185 teacher days and 180 student days for the 2016-2017 and 2017-2018 school years.
- B. Newly hired teachers shall report for the equivalent of five (5) days for teacher orientation in addition to the school calendar outlined in Paragraph A.

ARTICLE 15

Professional Compensation

- A. The basic salary provisions for teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such provisions shall remain in effect during the designated periods. New hire salaries will be determined by Administration upon hire and thereafter move in accordance with other Association members as directed by the Master Agreement.
- B. All employees will be paid in twenty-six or twenty-seven (based upon calendar for the year) equal payments. These payments will start on the first normal payday of the school year and continue thereafter on every other Friday until paid in full
- C. For any teacher to be eligible for any negotiated salary increase, he/she must be under contract a minimum of one hundred fifty (150) days in the Jenison School system during the previous school year. To qualify for one-half of any negotiated salary increase a teacher must be under contract a minimum of seventy-five (75) days in the Jenison system during the previous year. When a teacher is off on an unpaid leave, then actual paid workdays will be counted toward eligibility for negotiated increases. Days of absence due to work-related injury or illness shall be considered workdays for the purpose of interpreting this section.
- D. Members of the bargaining unit completing requirements for a change in degree status prior to first or second semester will be issued a revised contract for the given semester, provided the change is reported no later than ten (10) days following the start of the semester. Unreasonable delays by colleges in sending proof of credits or degrees should be reported to the Director of Human Resources or his/her representative who will contact the college or university for verification.
- E. Individuals performing services identified on Schedules B-1 and B-2 shall receive a "Supplementary Services Contract" indicating activity assigned, duration of contract, rate of pay, and method of payment. Schedule B stipends will be paid based upon \$40,255 for 2015-2016, \$40,919 for 2015-2016 and \$41,594 for 2017-2018.
- F. No teacher will be expected to provide a supplementary service without a "Supplementary Services Contract." Before a "Supplementary Services Contract" can be offered, a job description for that position must be approved by the Administration and made available to those interested.
- G. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, but shall be with the consent of the teacher.
- H. Teachers required, in the course of their work, to drive personal automobiles from one school building to another shall receive an allowance equal to IRS mileage reimbursement rates per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- I. Teachers shall be paid in accordance with the rate in Appendix B-1 for district summer curriculum work authorized by the Director of Instruction.
- J. High School and Junior High School Counselors and Co-op/School to Career Coordinator shall report to work each school year five (5) days before students report for the purpose of scheduling students. In exchange for working these five days, the staff may take equivalent compensation time during the school year. This compensation time is subject to the following conditions:

- a. Only one counselor at a time may be out on a compensation day, unless circumstances cause the building administrator to make an exception.
- b. When taking a compensation day, the counselor will notify the other counselors and guidance office secretary to make arrangements for crisis situations to be handled by another counselor so emergency service to students is not delayed.
- c. All compensation days are subject to approval by the building administrator and must be reported to the Human Resource Office.
- d. Compensation days may not be accumulated from year to year.

ARTICLE 16

Insurance Protection

- A. The Board will provide MESSA PAK Plan A health insurance protection for the teacher, his/her family, and other eligible sponsored dependents. The employee will be responsible for paying the premium amount that exceeds the PA152 “hard cap” amount on health insurance. The Board will provide without cost to the teacher the ancillary insurance coverages (vision, dental, LTD, and life insurance) for the teacher, his/her family, and other eligible sponsored dependents.
- B. The employee’s contribution will be payroll deducted over 26 or 27 payroll periods through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer’s “qualified Section 125 Plan” shall include any and all of the provisions necessary for pre-tax contributions to employees’ HSA accounts administered through a Health Equity HSA Account included for each member by the MESSA ABC Plan.
- C. New hires electing MESSA PAK Plan A will have the option of choosing the ABC Plan 1 or MESSA Choices II Plan. If the teacher elects the MESSA Choices II Plan, it will remain in effect from September 1 through December 31. During the open enrollment period, the teacher will be moved to the ABC Plan offered by the district.

Beginning January 1, 2014, the following insurance program will be provided:

PLAN A - For Employees Electing Health Insurance	
Health	MESSA PAK ABC Plan 1 \$1300/\$2600 Deductible (subject to annual IRS increase) ABC Rx
Long Term Disability	66 2/3% of Annual Contracted Salary \$5000 Monthly Maximum
Negotiated Life Insurance	\$45,000 with AD&D
Vision	VSP-3 Gold
Dental	80/80/80 with \$1500 Yearly Maximum \$2100 Maximum for Dependent Orthodontics Adult Orthodontics

PLAN B - For Employees Not Electing Health Insurance	
Long Term Disability	66 2/3% of Annual Contracted Salary \$5000 Monthly Maximum
Negotiated Life Insurance	\$45,000 with AD&D
Vision	VSP-3 Gold
Dental	80/80/80 with \$1500 Yearly Maximum \$2100 Maximum for Dependent Orthodontics Adult Orthodontics

Teachers electing PLAN B shall also have a cash option equal to the ABC Plan 1 Single Subscriber rate in effect for the current school year. The cash option may be re-directed by the teacher toward MESSA Options, annuities, or to any other source determined by the teacher.

- D. Part-time teachers shall reimburse the Board for the amount of the MESSA PAK A or B premium based on the percentage of their FTE.
- E. All insurance plans will commence on September 1 and will continue through August 31 of each year for all teachers hired for the 2013-14 school year who complete their full year teaching contract. Insurance plans for teachers hired prior to the 2013-14 school year who complete their full year teaching contract will continue through September 30. Teachers who terminate their employment prior to the end of the school year, or who go on an unpaid leave of absence for any reasons not subject to FMLA provisions, will have their insurance coverages terminated at the end of the month following the month in which they last worked. Teachers who have been granted FMLA leaves and who incur unpaid leave during their absence will have insurance coverages terminated at the end of the FMLA leave or the month following the month during which unpaid leave commenced, whichever provision provides greater coverage. If allowed under the various plans, an employee may elect to continue coverage by paying the applicable premium when due.
- F. Payroll deduction will be available for all MESSA programs.
- G. All benefits hereunder are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for application and active employment. The employee must notify the employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the employer for insurance coverage. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.
- H. JPS utilizes the “hard cap” formula in determining the level of its allowable contribution toward employee health insurance benefits pursuant to Public Act 152 of 2011, MCL 15.563. JPS cannot contribute to health insurance costs more than the statutory amounts in each “medical benefit plan coverage year (July 1 to June 30) district-wide. Expenditures counted towards the cap include premium costs, payments into an HSA and deductible contributions, among other costs as defined by the statute.

Public Act 152 was amended December 31, 2013, with the following significant revisions:

1. JPS must include its costs associated with penalties, taxes and fees resulting from the Patient Protection and Affordable Care Act (ACA) when calculating the “hard cap” formula;
2. JPS will exclude cash-in-lieu payments to employees when calculating the maximum contribution level under the “hard cap formula;
3. The “two person” spending limits now clearly include “individual and spouse” and “individual plus one non spouse/dependent”;

I. The District shall pay insurance premium cost first before funding the HSA.

J. On July 1 of each year, the District shall increase its cap contribution amounts to any increase approved by the legislature.

K. The District shall contribute excess above the monthly premium costs to the HSA on a month-to-month basis (not prefunded).

L. The District will seek confirmation from MESSA that its product remains in compliance with ACA parameters (to avoid the ACA’s “Eligibility Penalty”).

ARTICLE 17

Student Teaching Assignments

- A. Supervisory teachers of student teachers shall be tenured teachers who voluntarily accept the assignment.
- B. Supervisory teachers shall work directly with the university or college program coordinator, assisting in developing extensive opportunities for the student teachers to observe and practice the arts and skills of the profession.
- C. The supervisory teacher shall file a written report and evaluation with the university or college coordinator, and the Administration with a copy to the student teacher, as required by the university or college.
- D. The Board shall disclose the amount received from the university or college placing the student teachers. Monies made available to the district by the placing university or college shall be transmitted to the building principal, who, in turn will meet with the supervising teacher to determine how monies will be spent. Monies must be used for such things as in-service, conferences, teaching materials, etc.
- E. In the case that an accredited college or university placing a student teacher offers course work free of tuition fees to the supervising teacher, the supervising teacher must apply for approval in writing to take such a course to the Director of Human Resources.

ARTICLE 18

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, or assistant principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation between the teacher and the principal or assistant principal.
- B. Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. This provision does not provide assistance for civil damages.
- C. If criminal or civil proceedings are brought against a teacher, arising out of disciplinary and/or good faith action taken by the teacher against a student, the Association, after a review of the facts of the case, may request the Board to furnish legal counsel to defend him/her in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided, and the decision of the Board shall be final and conclusive.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.
- E. The Board will reimburse teachers the replacement cost, or cost of repair, for clothing and/or personal property of the teacher which is damaged, destroyed, or lost as a result of a direct bodily assault to a teacher by a student and/or parent while on duty in the school, or on the school premises. The teacher must cooperate fully with the school district and law enforcement authorities in attempting to recover the damages from the assailant.
- F. Reimbursement to teachers for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:
 - 1. The teacher is acting in the line of duty when such loss occurs and when the automobile is parked in the designated area as assigned by the building administrator.
 - 2. The Board will pay the deductible amount of each claim during the duration of each fiscal year (July 1 - June 30) under condition of 1 above.
 - 3. The items damaged or stolen are attachments to and are regular accessories of the automobile. Note: Tapes and tape decks, citizen band or telecommunication units are not considered to be regular accessories.
 - 4. The automobile was secured (windows closed, doors locked.) Signs of forcible entry must be evident.

5. The damage was properly reported to the police and building administrator immediately after the discovery of loss.
 6. The teacher signs the claim form stating the damage and/or loss was, to the best of that teacher's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.
 7. Any reimbursement will be limited to the deductible amount, if any.
- G. A written statement by the principal of each building, governing use of corporal punishment of students, shall be publicized to all teachers no later than the first week of each school year.
- H. An administrator may not require a teacher to change a student's grade. Any challenges to grades shall be subject to Board of Education Policy #5421.01.

ARTICLE 19

Grievance Procedure

- A. Any teacher or group of teachers may file a grievance, and it shall be processed in the following manner:
1. Should an informal discussion of the situation with the principal not resolve the dispute over the alleged violation, a written grievance may be filed with the principal by the teacher(s) or Association representative of the teacher(s) within twenty (20) days of the alleged violation. All written grievances must be signed by the aggrieved party.
 2. The principal must answer the grievance in writing within ten (10) days of the receipt of the written grievance.
 3. If the aggrieved party is not satisfied with the disposition of the case by the principal, the grievance shall be transmitted to the Superintendent within ten (10) days of receipt of the principal's disposition.
 4. Within ten (10) days after receiving the grievance, the Superintendent shall meet with the Association representative regarding the grievance. The Superintendent shall indicate his/her disposition of the grievance in writing to the Association representative within ten (10) days of such meeting and shall forward a copy of the disposition to the Board of Education.
 5. If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent, the grievance shall be transmitted to the Board by filing a copy with the Secretary of the Board within ten (10) days of receipt of the Superintendent's disposition. Within twenty (20) days after receipt of the grievance, the Board will hold a hearing on the grievance. The Board will issue its disposition of the grievance in writing within ten (10) days thereafter. A copy of the disposition shall be furnished to the Association.
 6. If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.
 7. The arbitrator shall be selected through the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, or deal with matters covered under the Teacher Tenure Act. Both parties agree to be bound by the award of the arbitrator which is within his/her scope of authority and agree that judgment thereon may be entered in any court of competent jurisdiction.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties.
- C. In the event of a general grievance, the President of the Association has the right to file a grievance which would go directly to the Superintendent under Section 5 and follow the procedure as outlined thereafter, except that the Superintendent will have ten (10) days to respond.
- D. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time

limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.

- E. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- F. A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- G. All reference to days in this article is to be interpreted as days school is in session.

ARTICLE 20

Negotiation Procedures

- A. The Association shall designate a teacher in each school building as Association Representative (A.R.) The Principal and Association Representative shall meet periodically for the purpose of reviewing the administration of the contract and to resolve problems which may arise. These meetings are not intended to by-pass the grievance procedure.
- B. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject incorporated herein.

ARTICLE 21

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and Board of Education policies pertaining to Prohibited Subjects of Bargaining. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. If any provision of this Agreement shall be found contrary to law, then such provision shall be deemed null and void, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- D. Copies of this Agreement titled "Professional Agreement between the Jenison School District and the Jenison Education Association," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. Further, that the Board shall furnish fifty (50) copies of the Master Agreement to the Association for its use.
- E. All appendices and policies referred to in this contract shall be incorporated as part of this Master Agreement by reference and mutual agreement for the duration of the contract.
- F. In the event Jenison Public Schools rehires retired bargaining unit staff the following provisions will be in effect:
 - 1. Contracts for employees will be issued on an annual basis with the understanding the rehired retiree does not have rights to continued employment and must voluntarily resign on June 30th each year.
 - 2. The rehired retiree will be afforded sick leave and personal business leave in accordance with the Master Agreement and Jenison Education Association.
 - 3. The rehired employee will be compensated by administration as deemed appropriate.
 - 4. The rehired retiree will not be placed in a position that could be available to a current employee/bargaining unit member. No positions held by non-retired bargaining unit members will be reduced to accommodate the hiring of a retiree.
 - 5. The rehired retiree will have the option to be a member of the Association. All protections of the Master Agreement will be provided with the exception of Article 16 (Insurance).
- G. Calendars are attached at the end of this agreement. Pending review by pupil accounting, the instructional day for 2015-2016 will remain the same as 2014-2015. For 2016-2017 and 2017-2018 elementary daily schedules will be 8:45 AM to 3:36 PM and secondary daily schedules will be from 8:00 AM to 2:43 PM.

- H. Grades will be due by 7:00 AM the morning of the sixth day after a semester/grading term ends.
- I. JPS will establish a study group, led by the Director of Human Resources, composed of JEA leadership, teachers, and administrators to discuss a permanent committee or forum where members will discuss current issues of JPS. The permanent group will convene at 4:30 PM on the Mondays of regular Board Meetings during the school year (September through May) at the Jenison Center for the Arts.

J.

ARTICLE 22

***Early Retirement Incentive**

- A. An employee may apply for the provisions of this program subject to the following provisions:
1. All early retirements under this provision are to be effective July 1.
 2. Applications for early retirement must be filed in writing with the Director of Human Resources no later than March 15 prior to the beginning of the first school year of retirement.
 3. Teachers must have a minimum of fifteen (15) F.T.E. years of service with the Jenison Public Schools and a minimum of five (5) years of continuous service immediately prior to retirement.
 4. The teacher, prior to the first day of the new school year, must retire with at least thirty (30) years of service or be deemed to be otherwise eligible for retirement under the Michigan Public School Retirement System in order to receive an unreduced pension. This eligibility does not extend to Early Reduced Retirement; it does not also extend to Disability Retirement unless the member has 30 years of service and qualifies for the stipend under Section B provisions of "year retirement commences after reaching eligibility to retire."

For purposes of determining level of eligibility, any partial years of service credit will be rounded down, i.e., 30.7 years of service credit will be rounded down to 30.
(Letter of agreement added)

- B. The Employer shall contribute for years one (1) through five (5) the applicable amount as an Employer Contribution under the Jenison Public Schools Section 403(b) Tax-Sheltered Annuity Plan.

Year Retirement Commences after reaching eligibility to retire under MPSERS	1 st Yearly Payment	2 nd Yearly Payment	3 rd Yearly Payment	4 th Yearly Payment	5 th Yearly Payment
1	18%	16%	14%	12%	12%
2	18%	16%	14%	12%	12%
3	18%	16%	14%	12%	12%
4	18%	16%	14%	12%	
5	18%	16%	14%		
6	18%	16%			
7	18%				

The percentages indicated above are a percent of the employee's regular salary, exclusive of any extra-curricular salary, for the year in which the employee requests early retirement.

The first yearly payment shall be made in three (3) equal installments on the first regular check run in August, September and October immediately following the employee's retirement. The second, third, fourth and fifth yearly payments shall be made in two (2) equal monthly installments on the first regular check run in August and September of each subsequent applicable year. This payment schedule may be modified by Jenison Public Schools to the extent necessary in order to satisfy any applicable requirements of the Internal Revenue Code.

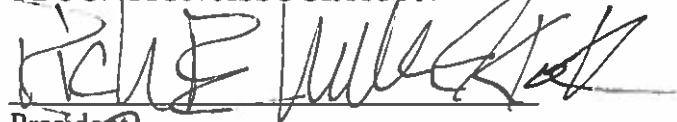
- C. All provisions of this article shall terminate once the employee accepts unemployment benefits, accepts worker's compensation benefits chargeable to the Jenison Public Schools, or passes away.
 - D. In the event that this provision is found to be illegal by a court or administrative body having jurisdiction, all provisions of this article shall be canceled. Existing retirees shall continue to be covered as to the extras permitted.
 - E. All applicable taxes shall be deducted from any payments made under the provisions of this article.
- * This early retirement incentive will not be available to staff hired after September 1, 2011.

ARTICLE 23

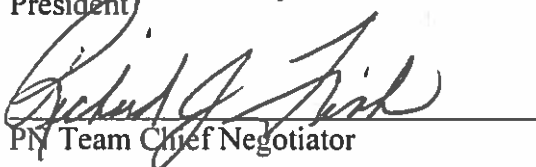
Duration of Agreement

This Contract Agreement shall be effective as of September 1, 2015 and shall continue in effect until the 31st day of August 2018. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION



President



PN Team Chief Negotiator

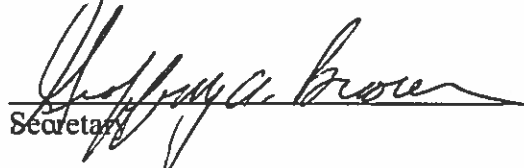
BOARD OF EDUCATION



President



Vice-President



Secretary



Treasurer

APPENDIX A

**Contract For Supplemental Services
Jenison Public Schools**

THIS AGREEMENT is made between the **JENISON PUBLIC SCHOOLS SYSTEM**, Ottawa County, Jenison, Michigan, hereinafter called the School District and '**EMPLOYEE NAME**' hereinafter called the employee.

WITNESSETH: That said School district hereby contracts to hire said employee to perform supplemental services as '**ACTIVITY**' for the '**SCHOOL YEAR**' only in consideration for which said school district will pay to said employee '**AMOUNT**' payable on the following '**PAYDATE**' in a lump sum, for the amount stated above as may be allowed by law. That said employee agrees to perform the duties of this position for the designated school year. It is hereby specifically provided that the employee shall not be deemed to be granted continuing tenure in this position under this contract.

Employee Signature

Administrator Signature

Date

Date

APPENDIX B

Teacher Salary Provisions

1. For 2015-2016 each teacher will have 1.65% added to their 2014-2015 salary. This will become the teacher's new base salary. For 2016-2017 1.65% will be added to the 2015-2016 salary and for 2017-2018 1.65 % will be added to the 2016-2017 salary.
2. Beginning September 1, 2015, anyone earning a first Masters Degree will have 10% added to their base salary one time as calculated above to establish a new base salary. Anyone earning a EDS Degree or 2nd Masters Degree will have 5% added to their base salary one time as calculated above to establish a new base salary. A new contract will be issued with the increase being issued at semester (prorated) for the first year if the degree change occurs after school begins for students in any given year. Anyone earning a new degree by August 31, 2015 will move as entitled on the old scale (2014-2015) and then have 1.65% added to establish their new base.
3. The new minimum probationary teacher salary for 2015-2016 will be \$36,973. This will increase to \$37,583 for 2016-2017 and \$38,203 for 2017-2018. The minimum teacher salary for a first year Masters Degree teacher for 2015-2016 will be \$40,152. This will increase to \$40,814 for 2016-2017 and \$41,487 for 2017-2018. The minimum teacher salary for a first year EDS or 2nd Masters Degree teacher for 2015-2016 will be \$41,925. This will increase to \$42,616 for 2016-2017 and \$43,319 for 2017-2018.
4. The new maximum salary attainable will be \$87,054 for 2015-2016. This will increase to \$88,490 for 2016-2017 and \$89,951 for 2017-2018.
5. For 2015-2016 only, anyone who is within 6 credits by September 1, 2015 of reaching BA+20 or MA+20 on the 2014-2015 scale will have until December 31, 2015 to reach the +20 status. If this is achieved, the teacher will be moved to the salary on the old scale they would have been entitled to. They will be issued a new contract at that rate plus 1.65% prorated based upon when the credits were earned.

APPENDIX B-1

Compensation Schedule For Supplemental Services

Percentages listed are of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018

<u>Activity</u>	<u>Percentage-Paid</u>
Building Technology Coordinator:	
Elementary (6-11)	5.0
Junior High (2-4)	5.0
Senior High (4-6)	5.0
Camp:	
Camp Director	2.5
6th Grade Teachers Only (other than camp director)	1.5
Senior Counselors (other than 6th grade teachers)	0.85
Class Sponsors (per person):	
Freshman	2.0
Sophomore	2.0
Junior	4.5
Senior	4.5
Clubs (10 hours, 10 members, 10 meetings):	
(1 sponsor only unless prior approval of Administration is granted)	1.0
Conflict Manager Program:	
Trainers (2)	2.5
Building Coordinator	3.0
Group Leaders	0.5
Curriculum Committee Chairperson K-12:	2.0
Debate:	3.5
Department Chairperson:	
Six or more department members	6.0
Less than six members	4.0
7-12 less than six members	5.0
Elementary Grade Level Team Leader:	4.0
Forensics:	2.0
Intramurals:	
Senior High	2.5
Junior High	2.5
Mentor Teacher:	1.0
Music:	
Elementary Vocal	1.0
Elementary Choir (maximum of two directors per choir)	2.0
Junior High Vocal	8.0
Assistant Vocal	8.0
Senior High Vocal (including Chamber singers)	10.0
System Orchestra	10.0
Assistant Orchestra	8.0

Senior High Band	10.0
Junior High Band	8.0

<u>Activity</u>	<u>Percentage Paid</u>
Assistant Band	8.0
Marching Band (included pre-camp and band camp)	10.0
Assistant Marching Band (includes pre-camp and band camp)	8.0
Jazz Band I	4.0
Jazz Band II	3.0
Winter Guard	7.0
Newspaper:	
**Junior High	1.0
Senior High	3.0
Plays/Musicals Total:	
Senior High Musicals (Total % per musical)	26.0
Junior High Musicals (Total % per musical)	15.0
Plays (2 Acts-Total % per play)	12.5
Plays (1 Act-Total % per play)	5.0
Safety Sponsors:	
Building Sponsors	2.5
Science Olympiad:	
Senior High	6.0
Junior High	
Head Coach	7.0
Assistant Coach (6)	2.5
Student Council:	
Elementary (Maximum of 2)	1.0
Junior High (2)	2.5
Senior High (2)	5.0
Yearbook:	
Senior High	7.0
Junior High	2.5

Summer School: .07% of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018

Authorized Summer District Curriculum Work: .07% of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018

All positions on Appendix B-1 are considered to be non-tenured positions and will be appointed on a year-to-year basis.

**If not part of class or floating activity period.

APPENDIX B-2**Athletic Compensation Schedule For Supplemental Services****Years of Experience/Percent of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018**

ACTIVITY	1	2	3	4	5
Head Varsity Football (1)	17.0	17.5	18.0	18.5	19.0
Assistant Varsity Football (2)	10.0	10.5	11.0	11.5	12.0
Head JV Football (1)	10.0	10.5	11.0	11.5	12.0
Assistant JV Football (2)	10.0	10.5	11.0	11.5	12.0
Head Freshman Football (1)	10.0	10.5	11.0	11.5	12.0
Assistant Freshman Football (2)	10.0	10.5	11.0	11.5	12.0
Head Mens/Womens Varsity Basketball (1 each)	17.0	17.5	18.0	18.5	19.0
JV Mens/Womens Basketball (1 each)	10.0	10.5	11.0	11.5	12.0
Freshman Mens/Womens Basketball (1 each)	9.0	9.5	10.0	10.5	11.0
Head Mens/Womens Varsity Bowling (2)	4.0	4.5	5.0	5.5	6.0
Head Mens/Womens Varsity Cross Country (1 each)	7.0	8.0	9.0	10.0	11.0
Head Mens/Womens Varsity Swim/Dive (1 each)	12.0	13.0	14.0	15.0	16.0
Assistant Mens/Womens Varsity Swim/Dive (2 each)	8.0	8.5	9.0	9.5	10.0
Diving Mens/Womens Swim/Dive (1 each)	4.0	4.5	5.0	5.5	6.0
Head Mens/Womens Varsity Golf (1 each)	6.0	7.0	8.0	9.0	10.0
JV Mens/Womens Golf (1 each)	3.0	3.5	4.0	4.5	5.0
Head Varsity Sideline Football Cheer (1)	6.5	7.0	7.5	8.0	8.5
JV Sideline Football Cheer (1)	5.0	5.5	6.0	6.5	7.0
Freshman Sideline Football Cheer (1)	5.0	5.5	6.0	6.5	7.0
Head Varsity Sideline Basketball Cheer (1)	5.0	5.5	6.0	6.5	7.0
Head Varsity Competitive Cheer (1)	11.0	11.5	12.0	12.5	13.0
JV Competitive Cheer (1)	6.0	6.5	7.0	7.5	8.0
Freshman Competitive Cheer (1)	6.0	6.5	7.0	7.5	8.0
Head Varsity Dance (1)	6.0	6.5	7.0	7.5	8.0
JV Dance (1)	5.0	5.5	6.0	6.5	7.0
Freshman Dance (1)	4.5	5.0	5.5	6.0	6.5
Head Varsity Volleyball (1)	13.0	13.5	14.0	14.5	15.0
JV Volleyball (1)	7.5	8.0	8.5	9.0	9.5
Freshman Volleyball (1)	7.5	8.0	8.5	9.0	9.5
Head Varsity Wrestling (1)	13.0	13.5	14.0	14.5	15.0
JV Wrestling (1)	7.5	8.0	8.5	9.0	9.5
Head Mens/Womens Varsity Track (1 each)	10.0	11.0	12.0	13.0	14.0
Assistant Mens/Womens Track (2 each)	7.0	7.5	8.0	8.5	9.0
Assistant Mens/Womens Track (1 each)	3.5	4.0	4.5	5.0	5.5

Years of Experience/Percent of \$40,255 for 2015-2016, \$40,919 for 2016-2017 and \$41,594 for 2017-2018

ACTIVITY	1	2	3	4	5
Head Varsity Baseball (1)	12.0	12.5	13.0	13.5	14.0
JV Baseball (1)	7.0	7.5	8.0	8.5	9.0
Freshman Baseball (1)	6.0	6.5	7.0	7.5	8.0
Head Varsity Softball (1)	12.0	12.5	13.0	13.5	14.0
JV Softball (1)	7.0	7.5	8.0	8.5	9.0
Freshman Softball (1)	6.0	6.5	7.0	7.5	8.0
Head Mens/Womens Varsity Tennis (1 each)	7.0	8.0	9.0	10.0	11.0
JV Mens/Womens Tennis (1 each)	5.0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Soccer (1 each)	7.0	8.0	9.0	10.0	11.0
JV Mens/Womens Soccer (1 each)	5.5	6.0	6.5	7.0	7.5
Freshman Mens/Womens Soccer (1 each)	5.0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Water Polo (1 each)	7.0	8.0	9.0	10.0	11.0
Assistant Mens/Womens Varsity Water Polo (1 each)	4.5	5.0	5.5	6.0	6.5
JV Mens/Womens Water Polo (1 each)	5.0	5.5	6.0	6.5	7.0
Head Varsity Hockey (1)	13.0	13.5	14.0	14.5	15.0
Assistant Varsity Hockey (1)	7.5	8.0	8.5	9.0	9.5
Assistant Varsity Hockey (1)	4.5	5.0	5.5	6.0	6.5
Jr. High Basketball (8)	4.0	4.5	5.0	5.5	6.0
Jr. High Cross Country (1)	4.0	4.5	5.0	5.5	6.0
Asst. Cross Country (1)	3.0	3.5	4.0	4.5	5.0
Jr. High Swimming & Diving (2)	4.0	4.5	5.0	5.5	6.0
Assistant Jr. High Swimming (4)	3.0	3.5	4.0	4.5	5.0
Jr. High Sideline Cheerleading (1)	4.0	4.5	5.0	5.5	6.0
Jr. High Competitive Cheerleading (2)	4.0	4.5	5.0	5.5	6.0
Jr. High Dance (1)	4.0	4.5	5.0	5.5	6.0
Jr. High Volleyball (4)	4.0	4.5	5.0	5.5	6.0
Jr. High Wrestling (1)	4.0	4.5	5.0	5.5	6.0
Assistant Jr. High Wrestling (1)	3.0	3.5	4.0	4.5	5.0
Jr. High Track (1)	4.0	4.5	5.0	5.5	6.0
Assistant Jr. High Track (3)	3.0	3.5	4.0	4.5	5.0
Jr. High Tennis (2)	4.0	4.5	5.0	5.5	6.0
Assistant Jr. High Tennis (2)	3.0	3.5	4.0	4.5	5.0
Jr. High Soccer (4)	4.0	4.5	5.0	5.5	6.0
Jr. High Football (4)	4.0	4.5	5.0	5.5	6.0

Jr. High Water Polo (1)

4.0 4.5 5.0 5.5 6.0

These positions on Appendix B-2 are considered non-tenured positions and will be appointed from year-to-year

APPENDIX C

Mentor Teachers

In accordance with section 1526 of the Michigan School code, a mentor teacher program shall be implemented. First consideration for mentor teacher responsibility shall be given to a highly qualified effective tenured teacher who is a member of the bargaining unit. Participation as a mentor shall be voluntary, and the appointment will be approved by the building principal on an annual basis. If no mentor teacher is appointed from within the bargaining unit, the principal may appoint a mentor in accordance with provisions of the school code.

A probationary teacher shall be assigned a mentor for the first three years of classroom teaching, although a probationary teacher may be assigned a mentor beyond the requirements of the law. It shall be the duty of the mentor teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system. A teacher on a Plan of Assistance or Individualized Development Plan may be assigned a mentor teacher.

To the extent possible, the mentor teacher shall teach in the same building and grade level and/or discipline as the probationary teacher. Reasonable release time shall be made available so the mentor and probationary teacher may work together. The release time may be used for observation, consultation, conference attendance, or team teaching.

Probationary teachers shall be provided a minimum of fifteen (15) days of professional development induction during their first three (3) years of classroom teaching. The mentor teacher shall participate in a workshop approved by the administration for training as a mentor.

First year probationary teachers will be assigned a tenured teacher as a mentor who will be paid according to the B-1 stipend. Building administrators will serve as mentors for second and third year probationary teachers and will not receive a stipend for services. Any probationary teacher subject to more intensive evaluation shall be assigned a mentor teacher who serves on the negotiating team or is president of the association.

APPENDIX D

SPECIAL EDUCATION REFERENCES/RESPONSE TO INTERVENTION (RTI)

These rules are subject to legal changes.

Rule	Description of Program/Service Modification	Para-pro Support
Expanded Age Range R340.1733/1832	Allow expanded age range for the Hearing Impaired Programs operated by Holland Public Schools	
Learning Disabilities Program R340.1747/1832	In Learning Disabilities programs, allow caseloads up to 18 students with no more than 10 students at one time.	
Mild Cognitive Impaired Program R340.1740(b)/1832	In secondary Mild Cognitive Impaired programs allow caseloads up to 18 students with no more than 15 students at one time.	Secondary programs for students with Mild Cognitive Impairments shall not serve more than 15 different students in the Classroom at any one time and the teacher shall be responsible for programming of not more than 15 students.
Mild Cognitive Impaired Program R430.1740(a)/1832	In elementary Mild Cognitive Impaired programs allow caseloads up to 15 students.	Elementary programs shall not serve more than 15 students. When an Elementary program for students with Mild Cognitive Impairment has 12 or more students in the room at one time, an aide shall be assigned to the program.
Moderate Cognitive Impaired Program R340.1740(b)/1832	In Moderate Cognitive Impaired programs allow caseloads of not more than 15 students.	1 teacher and 1 aide. 1 lead teacher and a maximum of 3 para-pros for a maximum of 30 students with not more than 10 students for each aide.
Resource Room R340.1749(a)(2)/1832	In elementary Resource Room programs, allow caseloads up to 20 students with no more than 10 students at one time.	
Resource Room R340.1749(b)(2)/1832	In secondary Resource Room programs, allow caseloads up to 23 students with no more than 12 students at one time.	
Resource Room R340.1749(b)(3)/1832	In secondary Resource Room programs, allow teacher to teach subject and offer tutorial assistance during the same class period.	
Severe Multiple Impairment Programs R340.1748(1)(2)/1832	For programs operated by OAISD: 1) Increase maximum caseload to 12 students with one teacher and three aides. 2) Program shall consist of 1,150 hours with no breaks greater than two weeks.	
Severe Cognitive Impairment Programs R340.1738(B)/1832	For programs operated by OAISD: b) Program shall consist of a minimum of 1,150 hours with no breaks greater than two weeks	
Early Childhood Home/Community R340.1755/1832	RELATED SERVICE PROVIDERS WILL WORK IN COLLABORATION WITH AN APPROVED EARLY CHILDHOOD SPECIAL EDUCATION TEACHER. THE 72 REQUIRED CLOCK HOURS OF INSTRUCTION ACROSS 180 DAYS MAY BE SPREAD ACROSS A CALENDAR YEAR. MEMBERSHIP WILL BE PRORATED IF A STUDENT'S IFSP/IEP	

Rule	Description of Program/Service Modification	Para-pro Support
	REQUIRES LESS THAN 72 CLOCK HOURS AND/OR LESS THAN TWO HOURS PER WEEK OF INSTRUCTION ACROSS A CALENDAR YEAR. THE CALCULATION WILL BE BASED ON THE NUMBER OF IFSP/IEP PROGRAM HOURS DIVIDED BY 180.	
Early Childhood Program/Autism R340.1754/1832		
Elementary Programs for Students with Autism Spectrum Disorder R340.1758/1832	Class size may consist of 6 students, 1 teacher and 2 para-pros which provide a ratio of 1 adult to 2 students. In addition, a minimum of 1 teacher and 1 para-pro are required when 3 students are present.	
Middle School Programs For Students with Autism Spectrum Disorder R340.1758/1832	Class size may consist of 7 students, 1 teacher, and 2 or more para-pros. The para-pro need is to be determined by individual student need.	
High School Programs For Students with Autism Spectrum Disorder R340.1758/1832	Class size may consist of 8 students, 1 teacher and 2 or more para-pros. The para-pro need is to be determined by individual student need.	
Programs for Student with Emotional Impairment R340.1742	Programs for students with Emotional Impairment shall not have more than 10 students in the classroom at any one time, and the teacher shall be responsible for the educational programming for not more than 15 different students.	

APPENDIX E

Pertinent Letters of Agreement

Letter of Agreement

between the

Jenison Public Schools Board of Education

and the

Jenison Education Association

Re: Full Year Substitutes

The parties agree and acknowledge as follows:

1. The Master Agreement does not speak to one-year sub positions.
2. Positions that are anticipated to be full year subbing (regular employee is anticipated to return after one year) will be paid as "Jenison Subs" through payroll. The teacher will be a full year sub and will not be part of the JEA or be hired on a one-year contract through JPS.
3. Full time/full year subs will be paid the negotiated minimum teachers salary for the year in which they sub. This will cover all scheduled teacher days (including PD).
4. No benefits (other than retirement) will be provided/paid for full year subs other than those required by law.
5. Full year subs will receive 10 paid sick days to utilize.
6. If the full year sub is in a part-time/partial position the pay will be prorated based on the hours taught per day.
7. Full year subs will be expected to perform parent-teacher conferences and attend all staff meetings as a part of the contract for no additional compensation.
8. This constitutes the entire understanding of the parties and is not to be deemed precedent setting.

Leslie Munt 8/3/15
For the Board Date

Richard J. [Signature] 8/7/2015
For the JEA Date

Jenison Public Schools

2015-2016 Calendar

August 2015						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
1.0	16	17	18	19	20	21
0.0	23	24	25	26	27	28
	30	31				

August 2015
31 PD (Flex)

February 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
19.0	21	22	23	24	25	26
18.0	28	29				

February 2016
17 PD
18-19 Midwinter Break

September 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20.0	20	21	22	23	24	25
17.0	27	28	29	30		

September 2015
1 PD
2 PD
3 PD
7 Labor Day
8 First Day

March 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
23.0	20	21	22	23	24	25
23.0	27	28	29	30	31	

March 2016
31 End of 3rd M.P.

October 2015						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
22.0	18	19	20	21	22	23
22.0	25	26	27	28	29	30

October 2015

April 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
15.0	17	18	19	20	21	22
15.0	24	25	26	27	28	29

April 2016
1-8 Spring Break

November 2015						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
18.0	22	23	24	25	26	27
18.0	29	30				

November 2015
6 End of 1st M.P.
25-27 Thanksgiving

May 2016						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
21.0	22	23	24	25	26	27
21.0	29	30	31			

May 2016
30 No School Memorial Day

December 2015						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
14.0	20	21	22	23	24	25
14.0	27	28	29	30	31	

December 2015
21-31 Holiday Break

June 2016						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
7.0	19	20	21	22	23	24
6.5	26	27	28	29	30	

June 2016
2 Graduation
9 Last Day Students

January 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
20.0	17	18	19	20	21	22
20.0	24	25	26	27	28	29

January 2016
1 Holiday Break
22 End of 1st Semester

July 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
0.0	17	18	19	20	21	22
0.0	24	25	26	27	28	29
	31					

July 2016
4 Independence Day

Teacher Only Attendance Days	Total	180
Student Instruction Days	Total	175

<table style="border: none;"> <tr> <td style="border: 1px solid black; width: 20px; height: 10px; display: inline-block;"></td> <td style="padding-left: 5px;">Staff Day Count</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #ccccff;"></td> <td style="padding-left: 5px;">Student Day Count</td> </tr> </table>		Staff Day Count		Student Day Count	<table style="border: none;"> <tr> <td style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #ffcccc;"></td> <td style="padding-left: 5px;">No School</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #ff0000;"></td> <td style="padding-left: 5px;">1/2 day for students</td> </tr> <tr> <td style="border: 1px solid black; width: 20px; height: 10px; display: inline-block; background-color: #ffff00;"></td> <td style="padding-left: 5px;">Staff Only</td> </tr> </table>		No School		1/2 day for students		Staff Only
	Staff Day Count										
	Student Day Count										
	No School										
	1/2 day for students										
	Staff Only										

Jenison Public Schools

2016-2017 Calendar

August 2016						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
3.0 21	22	23	24	25	26	27
0.0 28	29	30	31			

August 2016
 29 PD (Flex)
 30 PD
 31 PD

February 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
20.0 19	20	21	22	23	24	25
19.0 26	27	28				

February 2017
 17 PD

September 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
20.0 18	19	20	21	22	23	24
19.0 25	26	27	28	29	30	

September 2016
 1 PD
 5 Labor Day
 6 Student's First Day

March 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
22.0 19	20	21	22	23	24	25
22.0 26	27	28	29	30	31	

March 2017
 30 End of 3rd M P
 31 Spring Break

October 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
21.0 16	17	18	19	20	21	22
21.0 23	24	25	26	27	28	29
30	31					

October 2016

April 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
15.0 16	17	18	19	20	21	22
15.0 23	24	25	26	27	28	29
30						

April 2017
 3-7 Spring Break

November 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
19.0 13	14	15	16	17	18	19
18.0 20	21	22	23	24	25	26
27	28	29	30			

November 2016
 4 End of 1st M.P.
 23 1/2 day
 24-25 Thanksgiving Break

May 2017						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
22.0 21	22	23	24	25	26	27
22.0 28	29	30	31			

May 2017
 29 No School Memorial Day

December 2016						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
16.0 18	19	20	21	22	23	24
16.0 25	26	27	28	29	30	31

December 2016
 23-30 Holiday Break

June 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
10.0 18	19	20	21	22	23	24
10.0 25	26	27	28	29	30	

June 2017
 1 Graduation
 16 Last Day Students

January 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
17.0 22	23	24	25	26	27	28
17.0 29	30	31				

January 2017
 2-6 Holiday Break
 20 End of 1st Semester

July 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
0.0 16	17	18	19	20	21	22
0.0 23	24	25	26	27	28	29
30	31					

July 2017
 4 Independence Day

Teacher Only Attendance Days	Total	185
Student Instruction Days	Total	180

<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 10px; background-color: #d3d3d3;"></td> <td>Staff Day Count</td> </tr> <tr> <td style="width: 20px; height: 10px; background-color: #9370db;"></td> <td>Student Day Count</td> </tr> </table>		Staff Day Count		Student Day Count	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; height: 10px; background-color: #f08080;"></td> <td>No School</td> </tr> <tr> <td style="width: 20px; height: 10px; background-color: #ff0000;"></td> <td>1/2 day for students</td> </tr> <tr> <td style="width: 20px; height: 10px; background-color: #ffff00;"></td> <td>Staff Only</td> </tr> </table>		No School		1/2 day for students		Staff Only
	Staff Day Count										
	Student Day Count										
	No School										
	1/2 day for students										
	Staff Only										

Jenison Public Schools

2017-2018 Calendar

August 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2017
 28 PD (flex)
 29 PD
 30 PD
 31 PD

February 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

February 2018
 16 PD

September 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 2017
 4 Labor Day
 5 Student's First Day

March 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

March 2018
 29 End of 3rd M.P.
 30 Spring Break

October 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

October 2017

April 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

April 2018
 2-6 Spring Break

November 2017						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 2017
 3 End of 1st M.P.
 22 1/2 day
 23-24 Thanksgiving Break

May 2018						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

May 2018
 28 No School Memorial Day
 31 Graduation

December 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

December 2017
 22-29 Holiday Break

June 2018						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

June 2018
 28 Last Day Students

January 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January 2018
 1-5 Holiday Break
 19 End of 1st Semester

July 2018						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

July 2018
 4 Independence Day

Teacher Only Attendance Days	Total	185
Student Instruction Days	Total	180

 Staff Day Count	 No School
 Student Day Count	 1/2 day for students
	 Staff Only