

MASTER AGREEMENT



SECRETARIAL & PARAPROFESSIONAL ASSOCIATION
AND THE
JENISON PUBLIC SCHOOL DISTRICT

JULY 1, 2011 - AUGUST 31, 2013

JENISON SECRETARIAL/PARAPROFESSIONAL ASSOCIATION CONTRACT

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PREAMBLE

This two year Agreement is entered into, effective July 1, 2011, through August 31, 2013, by and between the Board of Education of the Jenison Public Schools, Jenison, Michigan, hereinafter called the "Board," and the Jenison Secretarial/Paraprofessional Association/Michigan Education Support Personnel Association MEA/NEA, hereinafter called the "Association."

WHEREAS, the Board has a statutory obligation to bargain with the Association with respect to hours, wages, terms and conditions of employment, and,

WHEREAS, the parties have reached certain understanding which they desire to confirm in this Agreement:

THEREFORE, in consideration of the following mutual covenants, the parties hereby agree as follows:

ARTICLE 1

Recognition

The Board recognizes the Association as the sole and exclusive bargaining representative for all secretaries, assistants, clerical assistants, media assistants, computer technicians, and receptionists. Excluded are supervisors, substitutes/temporary employees, students, non-categorized administrative assistants, non-categorized clerical assistants, and all other employees not listed in sentence one (1) above. The term "employee(s)" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the bargaining unit defined above.

Definitions:

A substitute is one who replaces a member of the bargaining unit who is absent from work for any reason. A substitute is also one who fills a newly created position not held by a bargaining unit member until the position is posted and filled by a bargaining unit member. If the district determines a position will not become permanent, the position will be given to current bargaining unit members with time in their schedules or laid off bargaining unit members for up to one year. They will be paid at their regular rate, but will not be benefited by the temporary work. If a position is vacated by a bargaining unit member and the district determines that the position will be eliminated for the next school year, a substitute may be assigned to that position for the remainder of the school year. If a bargaining unit member requests a leave of absence for up to one year, a substitute may be assigned to fill that position for up to one year (see Article 11, p. 20, of current agreement). Substitutes shall be paid at the substitute rate. The Association will be notified when long term substitutes are utilized and when temporary work becomes available.

A student is one who is enrolled in a regular course of study for high school credit.

A probationary employee is new employee hired to fill a vacancy in the bargaining unit for a trial period of employment not to exceed ninety (90) working days.

A full-time employee is one who is regularly scheduled to work thirty (30) or more hours per week.

A part-time employee is one who is regularly scheduled to work fewer than thirty (30) hours per week.

ARTICLE 2
Association Rights

1. An employee who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of dues of the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct dues from regular salary checks of the employee, beginning with the first regular pay in September and monthly thereafter through June.
2. Each bargaining unit member shall, as a condition of employment, within thirty (30) working days of the beginning of their employment:
 - a. Join the Association and authorize deduction of membership dues pursuant to Section 1. above, or
 - b. Pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the Association, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall pursuant to statutory authority and at the request of the Association, deduct this service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the employee must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of the Agreement.
3. The Association agrees to indemnify and save the Board, and including each individual school board member, harmless against any and all claims, demands, costs, suits, or other forms of liability including back pay and all court or administrative agency costs that may arise out of or by reason of, action by the Board for the purpose of complying with sections 1 and 2 of this article of the Agreement.
4. The Board agrees to furnish the Association all available public information concerning the financial resources of the district and which may be necessary for the Association to process any grievance or complaint.

5. 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.
6. The Board shall notify the Association within ten (10) days of any new employees including their starting date, classification, step/wage, and location along with rationale for hiring above Step 1 within a classification.
7. The Association shall be provided a total of forty-eight (48) hours of compensated leave to be used by its officers or members to conduct Association business. (The district will not be responsible for compensating employees for Association responsibilities that are scheduled outside of the employee(s)' regular work day.) Up to forty (40) hours without compensation shall be granted by the Board. Requests for such leave shall be presented to the Board at least five (5) working days prior to the proposed absence. A maximum of four (4) employees may be absent for this purpose at any one time with no more than two (2) employees from any one wage classification unless authorized by the Director of Personnel.
8. An employee, who during his/her scheduled working hours participates in negotiations for the Association with any representative of the Board or participates as a grievant or necessary witness or Association Representative in the grievance procedure of this Agreement, including arbitration, which meetings are scheduled by mutual agreement of the Board Representative and the Association Representative or the grievant, shall be released from regular duties for the time necessary to participate in those meetings, without loss of pay for scheduled work time missed.

ARTICLE 3
Employee Rights

1. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.
2. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
3. The provisions of this Agreement shall be applied without regard to sex, sexual orientation, marital status, genetic information, 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.
4. No employee shall be disciplined without just cause. The Board subscribes to the concept of progressive discipline with normal step progression of oral reprimand, written reprimand, suspension, and discharge. The Board may elect to take action at any step of the disciplinary scale depending upon the nature of the offense.
5. An employee 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 employee 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 employee 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. An employee may adjourn a meeting in progress until association representation is available. Employees must be notified promptly about concerns relative to infraction of rules or delinquency of employee job performance.
6. At reasonable times an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.

7. Any material relating to an employee which is not exempt from disclosure to the employee according to statutory law shall not be entered into the employee's personnel file without providing a copy to the employee. The employee may be required to acknowledge receipt of a copy by signing his/her name on the material on a space provided for his/her signature, which shall indicate that the signature only acknowledges receipt of a copy of the material. The employee may submit a written statement as provided by law which shall be dated and attached to the material entered in the file.
8. If an employee is requested to sign material to be placed in his/her file, the signature shall be understood to indicate awareness of the material, but in no instance shall the signature be interpreted to mean agreement with the content.
9. A written reprimand which is more than two years old shall not be considered for disciplinary purposes provided the specific conduct which warranted the reprimand has not been repeated. At the request of the employee, said reprimand shall be removed from his/her personnel file.

ARTICLE 4
Management Rights

1. The Board, on its own behalf and on behalf of the electors of the school district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the school code and the laws of the state, the Constitution of the State of Michigan and/or the United States. Such rights, duties, and responsibilities shall include, by way of illustration and not by way of limitation, the right to:
 - a. The executive management and administrative control of the school system, its facilities, property and employees.
 - b. Direct the working forces, including the right to establish and/or eliminate positions; to hire, evaluate, promote, suspend, discipline, discharge, or transfer employees; assign work duties; determine the size of the work force; all of which are subject to the provisions of the law.
 - c. Determine the services, supplies, and equipment necessary for operation; to determine methods and means of distributing the above; establishing standards of operations, the means, methods and processes of carrying on the work including automation or subcontracting thereof, or changes therein. The Board will not subcontract work unless (a) the skills or equipment needed to perform the work specified are unavailable in the school system, or (b) the schedule for such work cannot be met with the equipment or skills available.
 - d. Determine the qualifications of employees.
 - e. Determine the policy affecting the selection, testing, or training of the employees.
 - f. Meet such responsibilities and exercise its powers and rights through its administrative staff.
2. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of rules, regulations, policies, 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 the Agreement and then only to the extent such specific and express terms hereof are in conformance with school code, Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

ARTICLE 5
Payroll Deductions

1. Any employee shall sign and deliver to the Board an assignment authorizing deductions of dues or representation benefit fee established by the Association. Pursuant to such authorization, the Board shall deduct such dues from the first regular salary check of each month.
2. With respect to all sums for dues or service fees deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse promptly said sums to the Association.
3. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of employees and make appropriate remittance for credit union and insurance premiums, the latter only if associated with an employee group plan. 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.
4. 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.
5. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer in sections 1, 2 or 3 in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues or fees.

ARTICLE 6
Seniority

1. Seniority is defined as the length of continuous employment in the bargaining unit since the employee's most recent starting date.
2. From their most recent starting date, employees shall be considered probationary not to exceed ninety (90) working days. An employee will become a member of the bargaining unit upon first day of employment in a unit position.
3. If two or more employees have the same starting date, seniority will be determined among them by the last four digits of their social security numbers. The higher number shall have the greater seniority.

ARTICLE 7
Vacancies & Transfers

1. The Board shall fill all vacancies with current bargaining unit members who meet qualifications for such vacancies. All vacancies shall be filled on the basis of seniority and qualifications as derived from written job descriptions. If more than one applicant meets the qualifications as demonstrated in testing, the interview process, and documented past employee performance, the most senior applicant will receive the position. The qualifications only need to be “met” not “exceeded” in order for seniority to determine who shall be placed in the vacancy. The Board agrees to hire outside of the bargaining unit only if no qualified internal candidates apply. Testing for posted positions shall follow these guidelines:

- a. Internal applicants for Clerical (non-secretarial) and Assistant positions, where keyboarding skills are necessary, shall keyboard within a five (5) word range below any posting under forty (40) words per minute. Keyboarding shall not be the criteria for hiring of instructional assistants. Assistants who are required to meet the “Highly Qualified” criteria of NCLB may utilize all available state options to do this. For positions that do not fall under the requirements of NCLB, WORKKEYS minimum test scores of Level Four (4) on Reading for Information and Applied Mathematics, and Level Three (3) for Writing are required.

Employees who passed the previous JPS District skills tests will not be required to additionally pass the WORKKEYS tests in order to keep their current positions or to transfer laterally to a new position. Application for a position that is higher in classification than the current one being held by an employee will require the minimum WORKKEYS scores, however.

- b. Internal applicants for Secretarial positions shall keyboard within a ten (10) word range below any posting sixty (60) words per minute or under. WORKKEYS minimum test scores of Level Four (4) on Reading for Information and Applied Mathematics, and Level Three (3) for Writing are required for all Secretarial positions.

Employees who passed the previous JPS District skills tests will not be required to additionally pass the WORKKEYS tests in order to keep their current positions or to transfer laterally to a new position. Application for a position that is higher in classification than the current one being held by an employee will require the minimum WORKKEYS scores, however.

Once an employee has passed the keyboarding test, the test results shall stand permanently as a favorable result and no further keyboarding tests shall be required of the employee.

Employees hired from outside of the employee bargaining unit shall be required to comply with all keyboarding and testing requirements, as posted and described above, before the external candidate is interviewed.

- c. The Employer will offer testing opportunities for employees on a monthly basis. The cost of taking the WORKKEYS tests will be paid one time by the Employer for those

employees seeking to qualify for a position in a higher wage classification. Any subsequent tests taken shall be paid by employees requesting to retake the test(s). The district will assist employees in scheduling WORKKEYS testing at an approved testing site.

A computer station will be reserved for keyboarding tests. Employees may test on the keyboard as often as they wish within a two (2) hour period. Keyboarding skills will be assessed by a timed test developed by the Employer, which shall be similar in nature to the subject matter to be typed in the position. The time requirements shall be as written in 7.1.a. and b. above.

- d. All test scores shall be valid during the course of the employee's employment with Jenison Public Schools. Should the employee sever employment with Jenison Public Schools and then reapply for employment, he/she must take all tests as posted and meet qualifications established for external candidates.
 - e. Employees may also take tests as posted when applying for a particular position.
 - f. Reading comprehension, language skills, filing, spelling, math, WORKEYS, and typing test scores shall be valid during the course of the employee's employment with Jenison Public Schools. Should the employee sever employment with Jenison Public Schools and then reapply for employment, he/she must take all tests as posted. These tests may only be taken one time during the open testing period (except for keyboarding as indicated in 7.1.c above).
- 2. New employees who do not meet highly qualified status as required by No Child Left Behind will be required to take the WORKKEYS tests at employee expense.
 - 3. Prior to posting a newly created vacancy or a new position, the job description for that position will be jointly reviewed and updated between the District and Association. The association will have five (5) work days to respond to a proposed posting/job description with agreement or recommended changes. In the absence of a response within five (5) days, the position will be posted as proposed by the Director of Personnel. It is understood that as new needs and shifting of program needs occurs, subsequent postings may need to contain modifications from previous ones. This understanding in no way will be used to disqualify an existing bargaining unit member from his/her existing position.

A vacancy shall be declared when there exists a bargaining unit position to which no employee has been assigned. Whenever a vacancy exists, the vacancy will not be filled except on a temporary basis until the position has been posted for five (5) non-weekend days. The position will be filled within ninety (90) days of expiration of the job posting. At the conclusion of the school year, the individual awarded the position will be placed in the position for the ensuing school year. The vacant position with accompanying qualifications based on the specific job description shall be posted in each building or mailed to current addresses on file of bargaining unit members when school is not in session. A copy of each posting shall be sent to the president of the Association.

- 4. An employee who is selected to fill an existing vacancy will serve a ninety (90) working day probationary period in that position. If the immediate supervisor determines that the employee is unable to satisfactorily perform the duties of the new position within the

probationary period, the employee will be returned to a position within his/her capabilities and previous wage classification.

5. An employee who is transferred to a higher wage classification shall be placed at the same step as his/her current wage classification within the new wage classification.

An employee who is transferred to a lower wage classification will be placed on the step that most closely maintains his/her previous wages without exceeding them before he/she moved to the lower classification.

This does not negate longevity assignment based on years of service.

6. When a secretarial position in the school district, which is not within the bargaining unit covered by this Agreement, becomes available for a new hire, it shall be posted for bargaining unit members and advertised for a period of not less than five (5) non-weekend days before awarding the position to provide an opportunity for all interested persons to apply.

ARTICLE 8
Conditions of Employment

1. The Board shall determine hours of employment for each position within the bargaining unit at the time the position is originally posted or whenever a vacancy may occur. The Board shall notify the President of the Association at the time of posting.
2. If the Board determines at any time a need to increase the hours of employment for any employee, these procedures will be implemented:
 - a. The Board and the Association will discuss the proposed change.
 - b. If a bargaining unit position is changed from part-time to full-time status, it shall be posted as a vacancy and filled according to the provisions of Article VII.
3. Supervisors shall confer with an employee before changing the regularly scheduled daily hours of work. Changes will be made by mutual agreement. When such changes are not mutually agreed, changes will be made only after a conference between the employee, the supervisor, an association representative, and the Director of Personnel.
4. Overtime shall be paid at the following rate:
 - a. Time and one-half for all hours worked over forty (40) hours per week.
 - b. Double time for all hours worked on Sunday.
 - c. Double time for all hours worked on holidays designated in this Agreement in addition to holiday pay.
5. Employees working in excess of four (4) hours per day shall be entitled to an unpaid thirty (30) minutes uninterrupted lunch period barring situations of urgency.
6. An employee shall be entitled to a paid fifteen (15) minute break for each two and one-half (2 1/2) hours of work scheduled in a day.

If an employee voluntarily agrees to have part of their break time scheduled during their thirty (30) minute uninterrupted lunch period, the portion of that lunch period that is included as "break time" shall be paid at the member's negotiated pay rate.

Employees who work a daily schedule in excess of their normally scheduled work hours will be paid at their hourly wage rate for the time exceeding their normal schedule; or, if the employee chooses, they shall be allowed to "flex" their schedule, with administrative approval, within one week of the day in which the overage occurred.

7. An employee asked to report on a call-in basis outside her regular work hours shall be paid a minimum of two (2) hours wages.
8. Secretaries shall not be required on a regular basis to participate in recess duty.

9. Prior to the commencement of each school work year, employees will be notified in writing of their assignments and work schedules including the scheduled number of hours they will be employed that year.
10. Employees required by their administrator to attend in-service training shall be compensated at their regular hourly rate. If an administrator requires attendance at a meeting held outside of the regular employee hours, the employee will be compensated at his/her regular rate. Employees who accompany student groups on overnight activities shall be compensated one hundred dollars (\$100.00) per night in addition to their regular daily rate.
11. No employee will be required to transport a student in his/her own private vehicle for school related functions. If the employee agrees to such a transport, he/she shall be reimbursed at the IRS rate.
12. Employees who are required as a part of their assigned duties, to perform “medically related tasks”—such as diapering, non-sterile caths, feeding tube or trache tube use or cleaning, injections and similar tasks—shall:
 - a. be trained by an appropriate certified medical caregiver in the required medical procedure
 - b. be given written instructions specific to each child receiving the medical procedures
 - c. be given emergency numbers of the child’s primary physician to use as a contact in the event of an emergency
13. Any bargaining unit member who is certified as a teacher or qualified to substitute and agrees to substitute for a teacher will be paid at the base daily substitute rate for teachers or at his/her hourly rate whichever is greater.
14. Work hours that are funded by grants such as Read Naturally and breakfast program shall be assigned to teachers or employees of the bargaining unit. If assigned to bargaining unit members, they are not a part of the employees regularly assigned employment hours for any given year.

ARTICLE 9
Vacations and Holidays

1. Only employees scheduled to work twelve (12) months earn vacation time computed on the vacation year from July 1 to June 30.

a. First year employees from their date of hiring to June 30 shall be granted vacation time as follows:

<u>Seniority</u>	<u>Vacation Time</u>
3 months	1 day
4 months	2 days
5 months	3 days
6 months	4 days
7 months	5 days
8 months	6 days
9 months	7 days
10 months	9 days
11 months	10 days

b. Employees with one (1) year or more seniority will have their vacation time computed at the completion of listed years of service as follows:

<u>Seniority</u>	<u>Vacation Time</u>
1 - 7 years	10 work days
8 - 14 years	15 work days
15 years & over	20 work days

c. Vacations shall be scheduled by the employee's supervisor. In the event of schedule conflict between two (2) or more employees, preference shall be given to the most senior employee.

d. Vacation time may be accumulated up to twice the employee's annual allotment.

e. Vacation pay shall be paid on an employee's normal workweek exclusive of overtime.

f. An employee who is terminated for any reason shall receive prorated pay for accumulated vacation days.

2. All employees in the bargaining unit who have completed fifteen (15) years of service from date of hire with the district may convert up to five (5) days of accrued illness, disability, and bereavement leave per year to paid vacation days for up to three (3) consecutive years. Upon executing this leave day conversion, if daily hours are reduced in subsequent years the employee will still be able to receive compensation for the highest daily hours converted. All paid vacation days will be scheduled on days when school is not in session.

3. All employees shall be paid for the following holidays which fall during their scheduled work year:

New Year's Day

Memorial Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

Two days during Christmas break to be determined by the Board.

July 4 shall be a paid holiday for twelve-month employees and for those employees who work their regular schedule within seven (7) calendar days of July 4. For those bargaining unit members whose daily scheduled hours vary, holiday pay will be determined by whichever is greater: normally scheduled hours for that day or one-fifth (1/5) of their total scheduled weekly hours.

4. To qualify for any of the above holiday pay, an employee must work the last scheduled day before the holiday and the next scheduled day after the holiday unless the employee is absent under the conditions of illness, disability or bereavement leave or on an approved vacation leave. School year employees must work first scheduled day after Labor Day to qualify for holiday pay.
5. Should any holiday fall on a Saturday or Sunday, either the preceding Friday or the following Monday will be considered a paid holiday.
6. An employee on unpaid leave of absence shall not be entitled to holiday pay.

ARTICLE 10
Illness, Disability, Bereavement, and Personal Leave

1. The provisions of this article shall be applicable to all employees except that an employee who works varied daily hours or fewer than five (5) days per week shall have sick leave calculated on a weekly average proration.
2. During the first year of employment, illness, disability and bereavement leave shall be earned at the rate of one (1) day per month commencing on the employee's first day of employment and ending on June 30.
3. Annually on July 1 each employee will be credited with an additional twelve (12) days of leave except an employee regularly scheduled to work fewer than twelve (12) months will be granted an allotment equal to one (1) day for each month worked. Maximum accumulation of leave is one hundred seventy (170) days.
4. An employee may use any portion or all of his/her leave to recover from personal illness or disability. No more than fifteen (15) of these days per year may be used for:
 - a. Illness of his/her legal dependents residing within his/her household, and/or
 - b. For care of his/her mother, father, mother-in-law, father-in-law, children or children-in-law regardless of residence in the household when seriously ill, and/or
 - c. For care of his/her mother, father, mother-in-law, father-in-law children or children-in-law regardless of residence in the household when the physical presence of the employee is medically necessary at times which conflict with his/her duties of employment.
 - d. Employee contracts and agreements state that an employee may use up to fifteen (15) days of sick leave annually "for illness of his/her legal dependents 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 [staff member] is medically necessary at times which conflict with his/her [professional] duties."

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.

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 Personnel Director regarding the extended use of family sick leave under provisions of the Family Medical Leave Act.

5. An employee shall be granted without loss of pay or reduction of leave time up to three (3) days for death of spouse, mother, father, children, step/foster children, or grandchildren.
 - a. As many as seven (7) additional days deductible from leave time may be used for death of spouse, mother, father, children, step/foster children, grandchildren. Employees may use vacation and personal days for bereavement leave as well.
 - b. Up to five (5) days deductible from leave may be used for death of siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece, or nephew. The employee may take up to two (2) days per death of brother-in-law, sister-in-law and grandparents-in-law.
 - c. The employee may use from accrued leave no more than one (1) day per death to attend the funeral of any other friend or relative.
6. The Board may request proof of illness in the form of a physician's statement, if an employee is absent because of illness or disability for more than three (3) consecutive days, and in cases of chronic absences. At the Board's expense the employee will submit to an examination to determine if sick leave is warranted.
7. If the Board believes that the employee's physical or mental condition is such that the employee's ability to perform the job is significantly diminished, the Board may require at district expense that the employee submit to an examination by an appropriate specialist selected by mutual agreement of the employee and the Superintendent, or his/her designee, from a list of specialists obtained from Spectrum Health Services. When any medical examinations are required by the school board, the cost incurred shall be paid by the school board, less any costs covered by an employee's Board paid benefits.
8. The district will continue to pay an employee 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 employee 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 employee's accumulated sick leave. Thereafter, the employee 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 employee shall receive only payments under Workers' Compensation, and earned leave time shall be preserved.
9. An employee absent due to a case of mumps, measles, chickenpox or scarlet fever contracted 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) work days.

10. An employee will be allowed three (3) days leave each year for personal business reasons. These days shall be noncumulative 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 it shall accumulate as an additional leave day(s) under the provisions of Section 3 of this Article. 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 employee, which cannot be handled at any other time than during the work shift and for which the employee is not compensated in wage, salary, or kind for his/her personal services. An employee may be asked to change the date(s) of requested leave if it falls on a date when the District is unable to cover the employee's work. The administration reserves the right to approve personal business day(s) that cannot be covered and days that extend a vacation or recess period. Except in cases of emergency, notification of intent to use the day should be made in writing to the Director of Personnel at least five (5) days in advance.

ARTICLE 11
Leaves of Absence

1. Any employee may be granted a leave of absence without pay for up to ten (10) days subject to the approval of the Director of Personnel. Request for leaves of more than ten (10) days must be approved by the Superintendent.
2. Requests for leaves of absence must be submitted in writing for approval at least two (2) weeks prior to the time of the proposed leave. Emergency leaves of absence may be granted by the Director of Personnel at any time, but a written approval must be issued.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall request and be granted a leave of absence for the duration of such illness or disability not to exceed one year. A physician's statement must accompany such a request. The Superintendent shall grant an extension of such a leave for up to one year upon receipt of a written request from the employee accompanied by a physician's statement verifying the need for such an extension. For a leave of absence of up to one (1) year, the employee shall be returned to the position from which he/she took leave and shall be subject to reassignment, transfer, or reduction in personnel as if he/she had remained in that position. An employee who returns from a leave extending beyond the one (1) year period shall be considered as an applicant for any vacancy for which he/she is qualified.
4. All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.
5. The Board of Education will comply with applicable provisions of the Family Medical Leave Act and Board of Education FMLA Policy #4430.01.

ARTICLE 12
Legal Protection

1. Any case of physical assault upon an employee occurring during the performance of duties must be reported promptly to the Board or its designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such an assault. This does not provide assistance for civil damages.

2. If criminal or civil proceedings are initiated against an employee acting in good faith within the scope of Board policy, the Board upon request will provide legal counsel to defend him/her in such proceedings.

ARTICLE 13
Insurance Protection

1. Employees who are regularly scheduled to work thirty (30) hours or more per week are entitled to insurance benefits listed in this article. Insurance will take effect following the thirty (30) day waiting period for new employees or twenty (20) day waiting period for newly benefited employees.
2. Eligible twelve (12) month employees, upon appropriate application during the open enrollment period, shall contribute 10% toward program premium cost each year of the agreement. This co-pay will be processed through a 125 Cafeteria Plan over 21 pay periods. Employees and his/her eligible dependents as defined by MESSA are eligible for the following benefits:

MESSA PAK A

For full-time twelve (12) month employees electing health insurance

1. Choices II PPO -- \$10/\$20 prescription co-pay
Adult Immunization Rider
\$300/\$600 Deductible Rider

Prescription co-pays will be reimbursed by the district back to the coverage provided by the \$5/\$10 Prescription plan, including the difference for mail-order co-pays. However, the ingredient difference coverage for electing a non-medically necessary "name brand" drug when a generic equivalent exists shall not be reimbursed.

The total amount of reimbursed prescription co-pays for each year for total association membership shall not exceed \$2,100 annually.

2. LTD
 - a. 66-2/3 of Maximum Eligible Salary
 - b. Maximum monthly benefit \$2,000
 - c. Maximum eligible monthly salary \$3,000
 - d. 90 calendar days modified fill
 - e. COLA
 - f. Mental/Nervous same as illness
 - g. Alcohol/Drug same as illness
 - h. Pre-existing limits waived
 - i. Social Security offset
3. Negotiated Term Life-\$35,000 with AD&D
4. VSP 3 Vision
5. Delta Dental (80%/80%/80%) Class I,II,III benefits with \$1,000 yearly maximum benefit. (80%) Class IV benefits with \$1,300 maximum, dependent orthodontic rider.

MESSA PAK B

For full time twelve (12) month employees not electing health insurance

1. LTD
 - a. 66-2/3 of Maximum Eligible Salary
 - b. Maximum monthly benefit \$2,000
 - c. Maximum eligible monthly salary \$3,000
 - d. 90 calendar days modified fill
 - e. COLA
 - f. Mental/Nervous same as illness
 - g. Alcohol/Drug same as illness
 - h. Pre-existing limits waived
 - i. Social Security offset
 2. Negotiated Term Life-\$35,000 with AD&D
 3. VSP 3 Vision
 4. Delta Dental (80%/80%/80%) Class I,II,III benefits with \$1,000 yearly maximum benefit. (80%) Class IV benefits with \$1,300 maximum, dependent orthodontic rider.
3. Eligible employees working less than twelve (12) months, upon appropriate application during the open enrollment period, shall contribute 10% toward program premium cost each year of the agreement. This co-pay will be processed through a 125 Cafeteria Plan over 21 pay periods. Employees and his/her eligible dependents as defined by MESSA are eligible for the following benefits:

MESSA PAK A

For eligible employees working less than twelve (12) months electing health insurance

1. Choices II PPO -- \$10/\$20 prescription co-pay
Adult Immunization Rider
\$300/\$600 Deductible Rider

Prescription co-pays will be reimbursed by the district back to the coverage provided by the \$5/\$10 Prescription plan, including the difference for mail-order co-pays. However, the ingredient difference coverage for electing a non-medically necessary "name brand" drug when a generic equivalent exists shall not be reimbursed.

The total amount of reimbursed prescription co-pays for each year for the total unit shall not exceed \$2,100 annually.

2. Negotiated Term Life-\$35,000 with AD&D.
3. VSP 3 Vision
4. Delta Dental (50%/50%/50%) Class I,II,III benefits with \$1,000 yearly maximum benefit. No Class IV benefits.

MESSA PAK B

For eligible employees working less than twelve (12) months
not electing health insurance

1. Negotiated Term Life-\$35,000 with AD&D.
2. VSP 3 Vision
3. Delta Dental (50%/50%/50%) Class I,II,III benefits with \$1,000 yearly maximum benefit. No Class IV benefits.
4. Additionally, those employees electing Plan B shall have a cash option equal to the Choices II single subscriber rate in effect for the current school year (in an amount of not less than \$196.32). The cash option may be re-directed by the employee toward MESSA options. In addition, employees may also re-direct the cash option toward the district's medical and dependent child care flexible spending accounts (125 Cafeteria Plan).
5. Insurance contributions for employees on unpaid leave of absence shall be paid by the Board only to the end of the month following termination of wages, unless required by the FMLA. Such contributions shall be terminated immediately upon the employee quitting or being discharged.
6. An employee while on unpaid leave may elect to pay his/her own insurance premiums according to terms and conditions established by the insurance carrier and consistent with the FMLA.
7. The provisions of this article are subject to all the underwriting rules and regulations of the insurance carrier.
8. 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.
9. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

ARTICLE 14
Medical Exams

When medical examinations are required by the Board, costs incurred shall be paid by the Board, less any costs covered by an employee's Board paid benefits. The examining physician or source of test shall be agreeable to the employee and the Board prior to the test or exam being administered.

ARTICLE 15
School Closings

1. When the schools of the district are closed to students because of inclement weather or other conditions which make it impracticable to hold classes, prior to their regular reporting times for the students' school day, employees shall not be required to report to work. Employees shall receive their normal daily compensation for the canceled work day, unless it is a work day which is to be rescheduled and worked on another date which is in addition to their originally scheduled work year remaining. If the employee will work such a rescheduled work day he/she will not receive their normal daily compensation for the canceled work day, but will work and be paid for the rescheduled work day.
2. If the Board determines the need for services of selected employees, additional compensation for time actually worked shall be paid at the regular hourly rate.
3. Employees who are sent home prior to the end of their regular daily work shift due to equipment failure (e.g. boiler breakdown or power failure) or inclement weather shall incur no loss of wages for that day.
4. In the event the start of the school day is delayed, employees will be required to report consistent with the delay unless their regularly scheduled hours are not included in the delay time, in which case they should report at their regularly scheduled times. If an employee is required by an administrator to report during the delay, additional compensation will be paid at his/her regular hourly rate.

ARTICLE 16

Grievance Procedure

1. Purpose

The primary purpose of the grievance procedure is to secure at the lowest level possible, equitable solutions to problems which may arise between the district and members of the Association.

2. Definitions

A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement.

The term "days" when mentioned in this Article shall mean calendar days excluding weekends.

3. Procedural Rules

A grievance shall be submitted in writing and shall contain the following:

- a. It shall cite the section of this Agreement alleged to have been violated.
- b. It shall review the facts giving rise to the alleged violation.
- c. It shall specify the date of the alleged violation.
- d. It shall specify the relief requested.
- e. It shall be signed by the grievant or grievants.

4. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum.

5. A grievant may withdraw a grievance at any level of the procedure of his/her own accord without obtaining the consent of the Board or the Association and such withdrawal shall render the grievance without force or effect as if it had never been filed.

6. If the grievant fails to appeal a decision at any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted.

7. A grievant may choose to be represented at all meetings or hearings at any level of the grievance procedure by another employee or another person. However, the Association shall be a party to any grievance reaching Level Three.

8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

9. Levels of the Procedure

Any employee, group of employees or the Association may file a grievance which shall be processed in the following manner:

Level One

Within twenty (20) days of the alleged violation the grievance shall be submitted to the appropriate District Supervisor, who shall render his decision in writing within fifteen (15) days of his receipt of the grievance. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Two

If an unsatisfactory decision is received at level one, the grievance may be filed within fifteen (15) days with the Superintendent or his representative. Within fifteen (15) days from the receipt of the grievance, the Superintendent or his representative shall render in writing his/her disposition. Upon the request of the Association, a meeting with the grievant(s), Association Representative, Supervisor, and Director of Personnel will be scheduled prior to a decision being rendered.

Level Three

If an unsatisfactory decision is received at level two, the grievance may be filed within fifteen (15) days with the Board of Education. Within twenty (20) days from the receipt of the grievance by the Board, the Board's review committee shall meet with the grievant for the purpose of arriving at a solution to the problem. The Board's decision shall be rendered in writing within fifteen (15) days thereafter.

Level Four

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.

10. Powers of the arbitrator are subject to the following limitations:
 - a. He/she shall have no power to add to, subtract from, disregard, alter or modify any of the terms of this Agreement.
 - b. He/she shall have no power to change any practice, policy, or rule of the Board nor substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule or any action taken by the Board.
 - c. Where no wage loss has been caused by the action of the Board complained of, the Board shall be under no obligation to make monetary adjustments and the arbitrator shall have no power to order one.
 - d. The decision of the arbitrator within the scope of his/her authority as stated herein shall be final, conclusive and binding upon employees, the Board and the Association. Subject to the right of the Board or the Association to judicial review, any lawful decision of the arbitrator shall be forthwith placed into effect.

ARTICLE 17
Reduction of Personnel and Recall

1. If the Board determines at any time a need to reduce or eliminate the position(s) of any employee(s), these procedures will be implemented:
 - a. The Board and Association will meet to discuss the proposed change(s).
 - b. In accomplishing budget reduction through reduction of personnel, the Board will consider layoff of least senior personnel first. If employee layoffs cannot accomplish the necessary budget reductions and staffing needs, the Board will then reduce hours of position in inverse order of seniority. The Board will not de-benefit positions held by employees as a part of the reduction plan; however, benefited positions may be eliminated.
 - c. The employee(s) holding the identified position(s) shall be notified fourteen (14) days prior to position elimination, reduction of hours, or layoff.
 - d. Employees affected by the position elimination or reduction of hours will be transferred to vacant positions with hours as similar to their own within their wage classification provided the employee meets qualifications as stated in the job description and Article 7 of this Master Agreement. Once transfers are completed, employees still affected will bump the least senior employee within their wage classification with hours as similar to their own provided the employee meets the qualifications as stated in the job description and Article 7 of this Master Agreement. This provision shall apply to all of the following paragraphs.

Employees who work fewer than thirty (30) hours per week may bump an employee with the same or most similar hours to their current position. Employees who work thirty (30) or more hours per week may bump the least senior employee who holds a position of thirty (30) or more hours per week. If a thirty (30) or more per week position is not available, the employee will bump into the position held by the least senior employee with hours as close to thirty (30) hours per week. This position may not be benefited.

In the event a part-time position is not available to a more senior part-time employee, that employee may bump the least senior thirty (30) or more hour employee. When more than one part-time higher senior employee's position is reduced or eliminated, an existing thirty (30) hour or more position held by the least senior full-time employee shall be offered to the most senior impacted employee first. If that employee refuses the position, it shall be offered to other higher senior impacted employees in order of seniority. The intent is that the most senior, not the least senior, part-time employee will have first opportunity to bump the full-time position held by the least senior employee.

If there is not a position within his/her own wage classification that an employee qualifies to bump into in accordance with Article 7 – Section 1, an employee may bump into a position within a lower wage classification. Benefited positions will not be de-benefited through this process; however, employees may lose benefits as a result of being bumped. Bumping rights must be exercised within seven (7) non-weekend days after the notice of position elimination or reduction of hours.

Prior to activating the recall procedures, if additional hours become available, these hours will be added back to bargaining unit members who are still actively employed by the District, but are working a reduced number of hours due to the provisions of Article 17 (dating back to the beginning of the 2003-2004 school year). This will be done based on seniority, and availability within a member's weekly schedule. Once a member's previously held hours are met, there will be no requirement to add additional hours for that individual member.

When hours are added to a bargaining unit member's schedule in any given school year, those restored hours shall carry over to their next year's schedule.

2. Employees placed on layoff status will be recalled in order of seniority provided the most senior employee has met the qualifications for the vacancy as determined by the job description. Notification of recall shall be made by telephone. When a phone conversation occurs regarding an eligible member's recall option, that member will have up to twenty-four (24) hours to notify the District as to whether he/she accepts or rejects the recall.

In the event an employee accepts a recall for an upcoming school year, and a position within the same classification with more hours, or a higher classification with equal or more hours becomes available at any time prior to the next school year, the recalled member will have the right to request placement in the new vacancy. Placement rules outlined in the paragraph above and Article 7 shall still prevail.

It is the responsibility of employees on recall status to notify the Personnel Office of changes in telephone numbers and addresses.

3. An employee who refuses to accept a recall to a position offering compensation equal to eighty-five percent (85%) of his/her wages at the time of layoff shall forfeit all further right to recall. Employees who have been bargaining unit members for two (2) years or less will be subject to recall for up to two (2) years after layoff. Employees who have been members of the bargaining unit for more than two (2) years will be subject to recall for a maximum of four (4) years after layoff.

ARTICLE 18
Jury Duty

1. An employee required to serve jury duty or who is subpoenaed as a witness in a civil or criminal case during the hours of his/her regular work shift will be paid the difference between the stipend for such service and his regular wages.

2. The employee 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.

ARTICLE 19
Employee Evaluation

1. Each bargaining unit member shall be evaluated annually on the Secretarial/Paraprofessional evaluation form agreed to between the parties. The administration shall identify the evaluator for each employee before the evaluation process begins.
2. The evaluation process shall include a pre-evaluation conference for the purpose of job-related goal-setting between the employee and the evaluator. The pre-evaluation conference shall occur during the first sixty (60) days of the school year for those employees on staff or the first sixty (60) days of employment for those who are newly hired.
3. At approximately mid-year, a status conference shall be held between the employee and the evaluator to determine progress regarding goal attainment.
4. Prior to June 1 of each school year, the evaluator shall complete and transmit a written evaluation to each employee using the negotiated evaluation form.
5. Oral or written complaints regarding the employee that find their way into the evaluation of the employee must be brought to the immediate attention of the employee at the time of the complaint. Those complaints not brought to the immediate attention of the employee may not be used in the evaluation process.
6. A meeting between the evaluator and the employee shall be held within five (5) work days of the issuance of the written evaluation.
7. There shall be a place for signature on the written evaluation that notes that the employee has had an opportunity to review the evaluation with the evaluator. Signature by the employee shall mean that the employee has reviewed the document, not that the employee agrees with the evaluation.
8. The employee may make written attachments to the evaluation to respond to, challenge, correct or add to the written evaluation. Such attachments shall be placed with the evaluation in the employee's personnel file.

ARTICLE 20
Tuition Reimbursement

1. The parties support the principle of continued education for employees. The Board of Education shall reimburse employees for tuition expenses for those courses approved by the Director of Personnel with an expenditure cap of \$15,000 per year for total association membership. Payment for the amount of tuition shall be made to the employee within thirty (30) days after the employee submits to the Director of Personnel proof of registration and payment. Employees who withdraw from or who do not complete courses during term of enrollment shall reimburse the District for tuition within thirty (30) days of the end of the term. The employee must return to the Jenison School system to be eligible for any tuition refund paid for summer coursework.

2. Reimbursement is limited to expense of credit only (not additional fees or books), and payment will be made on the following basis:
 - a. Full tuition reimbursement will be paid for the first nine (9) semester hours per year.

 - b. The Board of Education will not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.

 - c. Tuition will be paid on a prorated basis for part-time employees (i.e., 100% employees reimbursed at 100%; 60% employees reimbursed at 60%; 42% employees at 42%). Thirty (30) hours shall be considered as full-time.

 - d. If attending out-of-state or private institutions, the Board will reimburse at a rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University according to campus tuition rates.

ARTICLE 21
General Provisions

1. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and Association shall meet promptly to renegotiate the affected provision.
2. This Agreement supersedes any rules, regulations or practice of the Board, which may be contrary to or inconsistent with its terms.
3. For the duration of this Agreement the Association agrees that it will not directly or indirectly engage or assist in any strike as defined by the Public Employment Relations Act. The Board agrees that it will not lock out its employees.
4. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire agreement of the parties. 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 mentioned herein unless a change has been made that affects the statutorily mandated subjects of bargaining.

ARTICLE 22
Promulgation

Copies of this Agreement will be printed at the expense of the Board of Education and presented to each employee of the bargaining unit. The Board will provide fifteen (15) extra copies for the use of the Association.

ARTICLE 23
DURATION OF AGREEMENT
Secretarial/Paraprofessional Association (MEA-NEA)

This Contract Extension Agreement including Appendix A, shall become effective **July 1, 2011** and shall remain in effect through **August 31, 2013**.

For the Association:

Dana L. Madden

President

Sharon Potocki

Secretary/Treasurer

For the Board:

William T. Waalkes

President

Paul H. Deppel

Vice President

[Signature]

Secretary

EH - pc

Treasurer

APPENDIX A
Secretarial/Paraprofessional Schedule of Wages
Freeze wages and steps for each year of the agreement

CLASS I -Instructional Assistants, Media Assistants, and Secondary Clerical Assistants.

<u>Step</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$11.00	\$11.00
2	11.44	11.44
3	11.93	11.93
4	12.36	12.36
5	12.78	12.78
6	13.34	13.34
7	13.84	13.84
Longevity (Years of Service)		
10 Years	\$14.63	\$14.63
13 Years	14.89	14.89
15 Years	15.20	15.20

CLASS IA – Non-instructional Cafeteria/Recess and Locker Room Assistants:

No Steps	<u>2011-2012</u>	<u>2012-2013</u>
	\$11.00	\$11.00

Assistants who are responsible for supervising a specific individual or a group of special education student(s) that they support during the day will be paid their regular hourly rate since they are responsible for monitoring behaviors and supporting social skill development during lunch periods as a part of the instructional program.

CLASS II – Office Clerical Assistants at Elementary and Junior High Schools, Senior High Main Office Clerical Assistant, School-to-Career Program Assistant, and District Technology Assistants.

<u>Step</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$11.32	\$11.32
2	11.80	11.80
3	12.32	12.32
4	12.88	12.88
5	13.40	13.40
6	14.06	14.06
7	14.72	14.72
Longevity (Years of Service)		
10 Years	\$15.49	\$15.49
13 Years	15.74	15.74
15 Years	16.05	16.05

CLASS III - Senior High Receptionist, Clerical Assistant Junior High, District Media/Technology Clerical Assistant, Senior High Media Circulation Assistant, Junior High and Elementary Media Assistants, and Special Education Vocational Program Assistant.

<u>Step</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$11.63	\$11.63
2	12.15	12.15
3	12.70	12.70
4	13.40	13.40
5	14.02	14.02
6	14.77	14.77
7	15.58	15.58
Longevity (Years of Service)		
10 Years	\$16.35	\$16.35
13 Years	16.58	16.58
15 Years	16.92	16.92

CLASS IV - Secretaries to: Elementary, Junior High and High School Principals and Assistant Principals; Junior and Senior High Guidance and Counseling; Athletic Director/Co-op, Student Support Services Secretary.

<u>Step</u>	<u>2011-2012</u>	<u>2012-2013</u>
1	\$13.42	\$13.42
2	13.99	13.99
3	14.64	14.64
4	15.38	15.38
5	16.09	16.09
6	16.86	16.86
7	17.63	17.63
Longevity (Years of Service)		
10 Years	\$18.45	\$18.45
13 Years	18.73	18.73
15 Years	19.10	19.10

Off schedule Merit Pay: \$50 dollars annually to be paid during the first payroll after the winter holiday recess.

Actual paid days in a given employment year will be counted toward eligibility for step increases on the wage schedule for the next employment year. To qualify for an increase of one (1) step on the wage schedule, the employee must have accumulated at least ninety (90) paid days during the previous employment year. To qualify for a half step on the wage schedule, the employee must have accumulated at least forty-five (45) days, but not more than eighty-nine (89) days during the previous employment year. Days of absence due to work related injury or work related illness shall be considered work days for the purpose of interpreting this section.

To qualify for longevity steps 10, 13, and 15, employees must have completed 10, 13, and 15 years of service with the district regardless of step employee was hired on.

APPENDIX B
LETTERS OF UNDERSTANDING

LETTER OF UNDERSTANDING
Insurance Benefits Cost Increases for 2012-13

If MESSA insurance program increases exceed 13.3% for 2012-13, the parties agree to meet to review MESSA products or riders that will allow for shared cost savings.

For Secretarial/Paraprofessional Association:

Diana L. Madden

Diana Madden, President

7-27-11

Date

For the Board of Education:

Dana VandenBos

Dana VandenBos, Director of Personnel

7/27/11

Date

**Letter of Understanding
Article 9: Section 2
Conversion Language**

Secretarial/Paraprofessional Association employees who exercised their contractual right under Article 9: Section 2 of the Master Agreement prior to July 1, 2011, will be held harmless in terms of reduction of hours.

For the Secretarial/Paraprofessional Association:

Diana L. Madden

Diana Madden, President

7-27-11

Date

For the Board of Education:

Dana VandenBos

Dana VandenBos, Director of Personnel

7/27/11

Date

APPENDIX C
PERTINENT BOARD OF EDUCATION POLICIES

EMPLOYEE DRUG AND ALCOHOL ABUSE PREVENTION

It is the policy of the Board of Education to implement a drug and alcohol abuse prevention program and to prohibit the unlawful possession, use, sale, or distribution, or being under the influence of illicit controlled substances by all employees on school premises or as a part of any school business, activity, or function pursuant to Public Law 101-226, otherwise known as the Drug-Free Schools and Communities Act Amendments of 1989 (20 USC S 3171 et seq. and its promulgated regulations, 34 CFR Part 86).

Responsibility:

The Superintendent or his/her designee has the responsibility to implement and oversee the requirements of this policy, including but not limited to:

- A. The provision of the written certification to the Department of Education that the Board has adopted and implemented an Employee Drug and Alcohol Abuse Prevention Program as a requirement of the Drug-Free Schools and Communities Act.
- B. The distribution of this policy to all employees which includes a copy of the standards of conduct required by the policy, the statement of disciplinary sanctions, as well as notification that compliance with the standards of conduct is mandatory.
- C. A biennial review of the Employee Drug and Alcohol Abuse Prevention Policy to determine its effectiveness and implement changes as necessary and ensure that disciplinary sanctions are consistently enforced.
- D. The provision of access to personnel records, documents, and any other information necessary to review the adoption and implementation of the School District's Drug and Alcohol Abuse Prevention Program if the Michigan Department of Education selects the Jenison Public Schools for review.

policy

**BOARD OF EDUCATION
JENISON PUBLIC SCHOOLS**

**SUPPORT STAFF
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- E. The provision of information, upon request, to the United States Department of Education, and the public about the elements of the School District's Employee Drug and Alcohol Abuse Prevention Program, including the results of its biennial review.
- F. The maintenance of records related to the School District's compliance with certification requirements of the Drug Free Schools and Communities Act.

Standards of Conduct:

The unlawful possession, use (including but not limited to application, injection, inhalation, or ingestion), sale, distribution, or being under the influence of illicit controlled substances and imitation controlled substances by any employee while on school premises, performing school business, or as a part of any school activity or function is strictly prohibited.

Illicit controlled substances include alcohol in any form; illegal drugs, including but not limited to those substances defined as "controlled substances" pursuant to Federal or Michigan Law; any drugs which are not lawfully prescribed; or imitation controlled substances or "look alike" drugs.

School premises include any school building or other school property which is owned, leased, or otherwise occupied for school purposes in connection with any school business, activity, or function; any school-owned vehicle or any other school-approved vehicle used to transport students or employees to or from school or a school business, activity, or function. School business activity or function includes any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of the School District and under supervision of the employee; any activity performed by the employee which is within the scope of his or her employment, duties, or job description.

Compliance with the standards of conduct of this policy by all employees of the School District is mandatory and shall not be construed to be voluntary.

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Disciplinary Sanctions:

Any employee violating the Standards of Conduct as enumerated above shall be subject to appropriate disciplinary sanctions, up to and including, termination of employment in accordance with the standards of discipline set forth in the relevant School District administrative regulations and procedures, any applicable collective bargaining agreements or individual contract, or local, State, and Federal laws. An employee who violates the Standards of Conduct will also be reported to law enforcement officials as appropriate.

At the discretion of the Board, the employee who violates the terms of this policy shall satisfactorily participate in a drug abuse assistance or rehabilitation program approved by the Board. When directed by the Board to participate in a rehabilitation program, the expense not covered by insurance will be borne by the Board. If the employee fails to satisfactorily participate in such a program, the employee's contract may be non-renewed or his/her employment may be suspended or terminated, in accordance with the standards of discipline set forth in the relevant School District administrative regulations and procedures, any applicable collective bargaining agreements or individual contract, or local, State, and Federal laws.

Counseling, Rehabilitation, and Re-entry Programs:

Information about any drug and alcohol counseling, rehabilitation and/or re-entry programs is available to employees. The School District's provision of this information neither constitutes an endorsement of the counseling, rehabilitation, or re-entry program, nor is it an express or implied offer to pay, in full or in part, any expenses which the employee may incur for his/her participation in such a program.

P.L 101-126
Drug Free Workplace Act of 1988, 41 U.S.C. 701, et seq
20 U.S.C. 3324A

Revised 9/13/10

SEXUAL HARASSMENT

Sexual harassment is a violation of Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments Act of 1972 and the Michigan Elliott-Larsen Civil Rights Act. Sexual harassment is a form of sexual discrimination. As sexual harassment is unacceptable to this School District, it is against the policy of this School District for any employee, independent contractor, or volunteer (subsequent "employee"), male or female, to sexually harass another employee or a student.

"Sexual harassment" is prohibited and is defined as:

- A. Unwelcome sexual advances; or
- B. Requests for sexual favors; or
- C. Other verbal or physical conduct or communication of an intimidating, hostile, or offensive sexual nature when:
 - 1. Submission to such conduct or communication is made either explicitly or implicitly a term or condition of the employee's employment status; or
 - 2. Submission to or rejection of such conduct or communication by an individual is used as a basis for decisions affecting the person's employment status; or
 - 3. Such conduct or communication has the purpose or effect of substantially interfering with the person's work or creating an intimidating, hostile, or offensive employment environment.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior of a sexual nature which is not welcome, which is personally offensive, which fails to respect the rights of others, which lowers morale, and which, therefore, interferes with an employee's work effectiveness. Sexual harassment may take different forms. One specific form is the demand for sexual favors. Other forms of harassment include:

- A. Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- B. Non-verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, whistling, obscene gestures.

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- C. Physical: Unwanted physical contact of a sexual nature, including but not limited to touching, pinching, coerced sexual intercourse, assault.

Sexual harassment encompasses any sexual attention that is unwanted or unwelcome. Examples of the verbal or physical conduct prohibited above include, but are not limited to:

- A. Physical assault;
- B. Direct or implied threats that submission to sexual advances will be a condition of employment, work status, promotion, grades, or letters of recommendation;
- C. Direct propositions of a sexual nature;
- D. Subtle pressure for sexual activity, an element of which may be conduct such as repeated and unwanted offensive staring;
- E. A pattern of conduct (not legitimately related to the subject matter of a course, if one is involved) intended to discomfort or humiliate, or both, that includes one (1) or more of the following:
 - 1. comments of a sexual nature; or
 - 2. sexually explicit statements, questions, jokes, or anecdotes.
- F. A pattern of conduct that would discomfort or humiliate, or both, a reasonable person at whom the conduct was directed that includes one (1) or more of the following:
 - 1. unnecessary touching, patting, hugging, or brushing against a person's body;
 - 2. remarks of a sexual nature about a person's clothing or body; or
 - 3. remarks about sexual activity or speculation about previous sexual experience.
- G. Favoring employees who submit to sexual overtures while disfavoring those who reject sexual overtures.

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All employees of the Jenison Public School District are expected to comply with this policy and take appropriate measures to ensure that such conduct does not occur. Appropriate disciplinary action designed to stop the harassment immediately and to prevent its recurrence will be taken against any employee who violates this policy against sexual harassment. All supervisors are responsible for eliminating any and all forms of sexual harassment and intimidation of which they are aware. Based on the seriousness of the offense, disciplinary action may include verbal or written warning or reprimand, suspension or discharge or demotion, consistent with the standards set forth in collective bargaining agreements or applicable State of Michigan or Federal statutes.

Sexual Harassment Complaint Procedure

Any employee or student ("Complainant") who believes s/he has been sexually harassed by an employee should promptly report the complaint by notifying any one(1) of the following:

- A. monitors designated by the Superintendent;
- B. the employee's supervisor;
- C. the building principal.

If the complaint is not reported directly to the monitor, the supervisor or building principal will in turn notify the monitor. The complainant may be requested by the monitor to provide a written report of any allegation(s) of sexual harassment. In no circumstances is the complainant required to notify the alleged offender.

During the investigation, complaints will be handled in a timely and confidential manner to the greatest extent possible, and consistent with any relevant Board policies and contractual rights. Confidentiality is desirable to protect the privacy of the complainant, to encourage the reporting of any incident of alleged sexual harassment, and to protect the reputations of the individuals involved.

The monitor will conduct a fair, thorough, and timely investigation of the allegation(s). The investigation will include consideration of the nature of the alleged activity and the context in which the alleged activity occurred. At the onset of the investigation, both the complainant and the employee against whom the complaint is filed shall receive a copy of the Sexual Harassment Policy including the complaint procedure and shall be told they may have representation at any and all meetings held in connection with the sexual harassment complaint. An investigation will normally include conferring with the parties involved, as well as any named or possible witnesses. An employee against whom a complaint is filed shall receive a fair and impartial review of the allegation(s). During the investigation the complainant or individual against who the allegations are made may have a representative present consistent with any Board policies or contractual rights.

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The complainant shall be protected from coercion, intimidation, retaliation, interference, or discrimination for filing a complaint or assisting in an investigation. However, a complainant who files a false complaint or an individual who provides or knows false information has been provided during such an investigation or review and fails to report such information to the investigating monitor, shall be subject to discipline consistent with the standards set forth in collective bargaining agreements or applicable State of Michigan or Federal statutes.

If the evidence obtained as a result of the investigation reveals that the complaint is valid, the monitor will recommend a resolution to the complainant and to the employee against whom the complaint has been filed. If the recommended resolution is acceptable to both parties, the monitor shall provide a report with the monitor's recommended resolution to the Superintendent for review and action. The monitor will refer cases directly to the Board should any conflict of authority arise. If the monitor's recommended solution is not acceptable to any party, either party may request that the monitor schedule a full review of the allegations by the Superintendent. Such review will include, but is not limited to, an opportunity for each party to address the Superintendent and for the investigating monitor to provide the investigation report and recommended resolution to the Superintendent.

The Superintendent may take such action as is consistent with this policy, other policies and practices, written or otherwise, and any relevant labor agreements. If the Superintendent determines that the complaint is valid, prompt attention and action designed to stop the harassment immediately and to prevent its recurrence will be taken. The school considers sexual harassment to be a major offense which can result in discipline up to and including discharge of the offending party consistent with any Board policies, labor agreements, or State or Federal law.

The District will be responsible for providing each, full or part-time, employee with a copy of this policy and sign that they have received a copy of this policy. This policy shall be readily available to any party requesting it. The District will provide appropriate training to sensitize employees to sexual harassment concerns in the workplace. Prior to implementation of such training, the School District will consult with association representatives.

ANTI-HARASSMENT

General Policy Statement

It is the policy of the Board of Education to maintain an education and work environment which is free from all forms of unlawful harassment, including sexual harassment. This commitment applies to all School District operations, programs, and activities. All students, administrators, teachers, staff, and all other school personnel share responsibility for avoiding, discouraging, and reporting any form of unlawful harassment. This policy applies to unlawful conduct occurring on school property, or at another location if such conduct occurs during an activity sponsored by the Board.

The Board will vigorously enforce its prohibition against harassment based on sex, race, color, national origin, religion, disability, genetic information, or any other unlawful basis, and encourages those within the School District community as well as third parties, who feel aggrieved to seek assistance to rectify the problems. The Board will investigate all allegations of harassment and in those cases where unlawful harassment is substantiated, the Board will take immediate steps to end the harassment. Individuals who are found to have engaged in unlawful harassment will be subject to appropriate disciplinary action.

For purposes of this policy, "School District community" means students, administrators, teachers, staff, and all other school personnel, including Board members, agents, volunteers, contractors, or other persons subject to the control and supervision of the Board.

For purposes of this policy, "third parties" include, but are not limited to, guests and/or visitors on School District property (e.g., visiting speakers, participants on opposing athletic teams, parents), vendors doing business with, or seeking to do business with, the Board, and other individuals who come in contact with members of the School District community at school-related events/activities (whether on or off School District property).

Other Violations of the Anti-Harassment Policy

The Board will also take immediate steps to impose disciplinary action on individuals engaging in any of the following prohibited acts:

- A. Retaliating against a person who has made a report or filed a complaint alleging harassment, or who has participated as a witness in a harassment investigation.
- B. Filing a malicious or knowingly false report or complaint of harassment.
- C. Disregarding, failing to investigate adequately, or delaying investigation of allegations of harassment, when responsibility for reporting and/or investigating harassment charges comprises part of one's supervisory duties.

Definitions

Sexual Harassment

Pursuant to Title VII of the Civil Rights Act of 1964 and Title IX of the Educational Amendments of 1972, "sexual harassment" is defined as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- A. Submission to such conduct is made either implicitly or explicitly a term or condition of an individual's employment, or status in a class, educational program, or activity;
- B. Submission or rejection of such conduct by an individual is used as the basis for employment or educational decisions affecting such individual;
- C. Such conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity.

Sexual harassment may involve the behavior of a person of either gender against a person of the same or opposite gender.

Prohibited acts that constitute sexual harassment may take a variety of forms. Examples of the kinds of conduct that may constitute sexual harassment include, but are not limited to:

- A. Unwelcome sexual propositions, invitations, solicitations, and flirtations.
- B. Physical assault.
- C. Threats or insinuations that a person's employment, wages, academic grade, promotion, classroom work or assignments, academic status, participation in athletics or extra-curricular programs or events, or other conditions of employment or education may be adversely affected by not submitting to sexual advances.
- D. Unwelcome verbal expressions of a sexual nature, including graphic sexual commentaries about a person's body, dress, appearance, or sexual activities; the unwelcome use of sexually degrading language, jokes or innuendoes; unwelcome suggestive or insulting sounds or whistles; obscene telephone calls.
- E. Sexually suggestive objects, pictures, videotapes, audio recordings or literature, placed in the work or educational environment, which may embarrass or offend individuals.
- F. Unwelcome and inappropriate touching, patting, or pinching; obscene gestures.
- G. A pattern of conduct, which can be subtle in nature, that has sexual overtones and is intended to create or has the effect of creating discomfort and/or humiliation to another.
- H. Remarks speculating about a person's sexual activities or sexual history, or remarks about one's own sexual activities or sexual history.

- I. Inappropriate boundary invasions by a District employee or other adult member of the School District community into a student's personal space and personal life.

Not all behavior with sexual connotations constitutes unlawful sexual harassment. Conduct must be sufficiently severe, pervasive, and persistent such that it adversely affects an individual's employment or education, or such that it creates a hostile or abusive employment or educational environment.

Race/Color Harassment

Prohibited racial harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's race or color and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working, and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's race or color, such as racial slurs, nicknames implying stereotypes, epithets, and/or negative references relative to racial customs.

Religious (Creed) Harassment

Prohibited religious harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's religion or creed and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's religious tradition, clothing, or surnames, and/or involves religious slurs.

National Origin Harassment

Prohibited national origin harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's national origin and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's national origin, such as negative comments regarding customs, manner of speaking, language, surnames, or ethnic slurs.

Disability Harassment

Prohibited disability harassment occurs when unwelcome physical, verbal, or nonverbal conduct is based upon an individual's disability and when the conduct has the purpose or effect of interfering with the individual's work or educational performance; of creating an intimidating, hostile, or offensive working and/or learning environment; or of interfering with one's ability to participate in or benefit from a class or an educational program or activity. Such harassment may occur where conduct is directed at the characteristics of a person's disabling condition, such as negative comments about speech patterns, movement, physical impairments or defects/appearances, or the like. Such harassment may further occur where conduct is directed at or pertains to a person's genetic information.

Reports and Complaints of Harassing Conduct

Members of the School District community and third parties are encouraged to promptly report incidents of harassing conduct to an administrator, supervisor or other School District official so that the Board may address the conduct before it becomes severe, pervasive, or persistent.

Members of the School District community or third parties who believe they have been unlawfully harassed by another member of the School District community or a third party are entitled to utilize the Board's complaint process. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment or participation in educational or extra-curricular programs. While there are no time limits for initiating complaints of harassment under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

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The names and titles of the Anti-Harassment Complaint Coordinators with whom complaints of sexual and other forms of unlawful harassment should be filed are set forth in the administrative guidelines that supplement this policy. The names and titles of these individuals will be published annually in the student and staff handbooks.

The Superintendent shall establish administrative guidelines describing both a formal and an informal process for making a charge of harassment, a process for investigating claims of harassment, and a process for rendering a decision regarding whether the claim of harassment was substantiated. This policy and the administrative guidelines will be readily available to all members of the School District community and posted in appropriate places throughout the School District.

Any Board employee who directly observes unlawful harassment of a student is obligated, in accordance with this policy, to report such observations to one of the Complaint Coordinators. Thereafter, the Complaint Coordinator must contact the student, if age eighteen (18) or older, or the student's parents if under the age eighteen (18), to advise s/he/them of the Board's intent to investigate the alleged misconduct, including the obligation of the Complaint Coordinator or designee to conduct an investigation following all the procedures outlined for a formal complaint.

Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

Informal Process for Addressing Complaints of Harassment

The administrative guidelines will include an informal complaint process to provide members of the School District community or third parties who believe they are being unlawfully harassed with a range of options designed to bring about a resolution of their concerns. Members of the School District community or third parties who believe that they have been unlawfully harassed may initiate their complaint through this informal complaint process, but are not required to do so. The administrative guidelines will include as a requirement the prerequisite that the informal process is only available in those circumstances where the parties (alleged target of harassment and alleged harasser(s)) agree to participate in the informal process. Those members of the School District community or third parties who believe that they have been unlawfully harassed may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process. However, all complaints of harassment involving a District employee or any other adult member of the School District community against a student will be formally investigated.

Formal Process for Addressing Complaints of Harassment

The administrative guidelines will also include a formal complaint process. While the formal complaint process may serve as the first step to resolution of a charge of unlawful harassment, it is also available in those circumstances when the informal complaint process fails to satisfactorily resolve a concern. Because of the need for flexibility, no specific time lines are established for initiating the formal complaint process; however, once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within thirty-one (31) calendar days of the complaint being received).

Members of the School District community or third parties who feel they have been unlawfully harassed should file a formal written complaint with the principal of their school building or with one of the Complaint Coordinators identified in the administrative guidelines. Oral complaints of harassment will be reduced to writing by the individual receiving the complaint and the Complainant will be asked to verify the accuracy of the reported charge by signing the document. Complaints received by a school building principal will be immediately reported to the appropriate Complaint Coordinator identified in the administrative guidelines.

After a complaint is filed, the Complaint Coordinator or designee shall conduct a prompt and timely investigation. The investigation may include interviews of the complainant, the individual accused of engaging in harassing behavior, and any other witness who may reasonably be expected to have information relevant to the situation. All interviewed parties and witnesses will be provided an opportunity to present any evidence that they reasonably believe to be relevant to the situation.

At the conclusion of the investigation the Complaint Coordinator or designee will prepare and deliver to the Superintendent a written report summarizing the evidence gathered during the investigation and providing his/her recommendations regarding whether or not the complaint of unlawful harassment has been substantiated. The written report must be based on the totality of the circumstances involved in the complaint, the nature of the alleged conduct, the context in which the alleged conduct occurred, and the ages and maturity of the individuals involved.

Upon review of the written report the Superintendent will either issue a final decision regarding whether or not the complaint of unlawful harassment was substantiated, or request that further investigation be conducted. A copy of Superintendent's action will be delivered to both the Complainant and the individual accused of the harassing conduct.

A Complainant who is dissatisfied with the Superintendent's decision may appeal it to the Board of Education by submitting written notice to the Superintendent within ten (10) days of the date of the Superintendent's decision. Upon receipt of a notice of appeal, the Board shall meet in executive session at its next regularly scheduled meeting, which is scheduled to occur at least ten (10) days after the Superintendent's receipt of the appeal notice, to review the complaint and the summary of the investigation. Following the meeting, the Board will issue a decision either affirming, modifying, or rejecting the Superintendent's decision. The decision of the Board shall be final.

The Complaint process set forth in the policy and in the administrative guidelines is not intended to interfere with the rights of a member of the School District community or a third party to pursue a complaint of unlawful harassment with the United States Department of Education, Office for Civil Rights, the Ohio Civil Rights Commission, or the Equal Employment Opportunity Commission.

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The Board reserves the right to investigate and resolve a complaint or report of unlawful harassment regardless of whether the member of the School District community or third party alleging the harassment pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy and administrative guidelines or in such other manner as deemed appropriate by the Board or its designee.

Sanctions and Monitoring

The Board shall vigorously enforce its prohibitions against unlawful harassment. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee or the suspension/expulsion of a student. All disciplinary action will be taken in accordance with applicable State law and the terms of the relevant collective bargaining agreement(s). When imposing discipline, the Superintendent shall consider the totality of the circumstances involved in the matter, including the ages and maturity levels of those involved. In those cases where unlawful harassment is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies, consistent with the terms of the relevant collective bargaining agreement(s).

Where the Board becomes aware that a prior remedial action has been taken against a member of the School District community, all subsequent sanctions imposed by the Board and/or Superintendent shall be reasonably calculated to eliminate such conduct in the future.

Education and Training

In support of this Anti-Harassment Policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Superintendent or designee shall provide appropriate training to all members of the School District community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines and harassment in general, will be age and content appropriate.

Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.

29 U.S.C. 621 et seq.

42 U.S.C. 2000e et seq.

42 U.S.C. 1983

42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act

29 C.F.R. Part 1635

Title IX of the Educational Amendments of 1972, 20 U.S.C. 1681 et seq.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794

The Americans with Disabilities Act of 1990, 42 U.S.C. 12101 et seq.

The Handicappers' Civil Rights Act, M.C.L.A. 37.1101 et seq.

The Elliott-Larsen Civil Rights Act, M.C.L.A. 37.2101, et seq.

Policies on Bullying, Michigan State Board of Education, 7-19-01

Model Anti-Bullying Policy, Michigan State Board of Education, 09-2006

National School Boards Association Inquiry and Analysis – May 2008

Revised 9/13/10

REPORT OF HARASSMENT

Student's Name: _____ Date of Report: _____

Date of Alleged Harassment: _____

Location of Alleged Harassment: _____

Name of Alleged Harasser: _____

Description of the Incident(s): _____

Names of Witness(es), if any: _____

Signature of Person Making the Report

Signature of Person Taking the Report

(over)

Date of Investigative Action Taken: _____

Investigative Action Taken: _____

Resolution: _____

CORPORAL PUNISHMENT

In accordance with the Revised School Code Act 451 of 1976 as most recently amended by Public Act 6 of 1992, Jenison Public Schools prohibits any employee, volunteer, or contractor from inflicting corporal punishment upon any student and from causing corporal punishment to be inflicted upon a student under any circumstances. Corporal punishment is defined as "the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force as a means of discipline."

However, a school employee, volunteer, or contractor may use reasonable physical force upon a student as necessary to maintain order and control for the purpose of providing an environment conducive to safety and learning. Reasonable physical force may be used as follows: to restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school functions if the student has refused to cease from further disruption; to act in self-defense or the defense of others; to prevent the infliction of harm on the student or another person; to quell a disturbance that threatens physical injury to any person; to obtain possession of a weapon or dangerous object from a student; to protect property. The use of such reasonable physical force is protected by the Michigan governmental immunity statute and the person using it in a school-related setting will not be liable for damages in a civil lawsuit.

A list of "Alternative to Corporal Punishment" shall be distributed along with this policy to each employee, volunteer, and contractor of the Jenison Public Schools by the Superintendent and/or designee.

Violation of this policy may result in discipline of the employee, volunteer, or contractor, up to and including dismissal from employment. It is the intent of the School Board that this policy should comply and be consistent with Public Act 6 of 1992; any resolution, by law, rule, policy, or direction to the contrary is revoked and rescinded.

ALTERNATIVES TO CORPORAL PUNISHMENT

Public Act 6 of 1992 requires school districts to distribute a list of alternatives to corporal punishment. This list of alternatives, in keeping with District philosophy, focuses on proactive, preventive measures for management of student behavior. This list is not exhaustive and is not presented in order of priority:

- A. Provide direct instruction throughout the school year to students in social skills and problem-solving strategies.
- B. Use positive reinforcement to teach and maintain the use of appropriate problem-solving and social skills.
- C. Incorporate self-esteem enhancing activities to support and maintain the use of problem-solving and social skills.
- D. Apply logical predetermined procedures, plans, and consequences that will teach students personal responsibility for their actions.
- E. Employ problem-solving classroom, small group, and/or individual meetings with students to honestly discuss problems and appropriate solutions.
- F. Continually support and encourage student ownership of and responsibility for solutions to problems.
- G. Establish a variety of strategies for communicating with parents.
- H. Communicate with school counselors, school administrators, or student assistance teams to develop action plans which address specific student needs and behaviors.
- I. Evaluate and arrange appropriate support for students who need academic acceleration, special education, alternative education, or services targeted to individual student needs.
- J. Take action in accordance with District and building approved student codes of conduct and due process of law when disruptive behavior occurs after all other alternatives have been exhausted.

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A Comparison of Corporal Punishment Legislation

	1988 PA 521	1992 PA 6
Definition	The deliberate infliction of physical pain by any means upon the whole or any part of a student's body as a penalty or punishment for a student's offense.	The deliberate infliction of physical pain by hitting, paddling, spanking, slapping or any other physical force as a means of discipline.
Prohibited Conduct	To threaten to inflict, to inflict, or cause to be inflicted corporal punishment upon any student.	To inflict or cause to be inflicted corporal punishment upon any student under any circumstances.
Use of Reasonable Force		Reasonable physical force upon a student as necessary to maintain order and control for the purpose of providing an environment conducive to safety and learning.

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Such reasonable physical force as may be necessary:

- 1) To protect any person from immediate physical injury.
- 2) To obtain possession of a weapon or other dangerous object upon or within the control of a student.
- 3) To protect property from physical damage.

May use necessary, reasonable physical force upon a student:

- 1) To restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school functions if the student has refused to cease from further disruption.
- 2) To act in self-defense or the defense of others.
- 3) To prevent the infliction of harm on the student or another.
- 4) To quell a disturbance that threatens physical injury to any person.
- 5) To obtain possession of a weapon or dangerous object upon or within the control of a student.
- 6) To protect property.

No Civil Liability

For the use of reasonable physical force arising from an action brought by a student.

For the use of reasonable physical force arising from an action brought by a student or a person of school age in a school-related setting.

**School Board
Disciplinary Hearing**

May provide a hearing.

May provide a hearing. Deference shall be given to reasonable good faith judgments made by an employee, volunteer, or contractor.

**School District
Duties**

Distribution of a list of alternative to the use of corporal punishments to employees, volunteers, and contractors.

Distribution of a list of alternatives to corporal punishment to employees, volunteers, and contractors.

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Duties of Department of Education	Provide assistance to schools that request help with development of the list of alternatives.	Develop a model list of alternatives to corporal punishment and distribute it to all public schools and to private schools that request it.
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MCLA 380.1312

STAFF NETWORK AND INTERNET ACCEPTABLE USE AND SAFETY

Advances in telecommunications and other related technologies have fundamentally altered the ways in which information is accessed, communicated, and transferred in our society. Such changes are driving the need for educators to adapt their means and methods of instruction, and the way they approach student learning, to harness and utilize the vast, diverse, and unique resources available on the Internet. The Board of Education is pleased to provide Internet service to its staff. The Board encourages staff to utilize the Internet in order to promote educational excellence in our schools by providing them with the opportunity to develop the resource sharing, innovation, and communication skills and tools which will be essential to life and work in the 21st century. The Board encourages the faculty to develop the appropriate skills necessary to effectively access, analyze, evaluate, and utilize these resources. The instructional use of the Internet will be guided by the Board's policy on Instructional Materials.

The District's Internet system has not been established as a public access service or a public forum. The Board has the right to place restrictions on its use to assure that use of the District's Internet system is in accord with its limited educational purpose. Staff use of the District's computers, network, and Internet services (Network) will be governed by this policy and the related administrative guidelines, and any applicable employment contracts and collective bargaining agreements. The due process rights of all users will be respected in the event there is a suspicion of inappropriate use of the Network. Users have no right or expectation to privacy when using the Network including, but not limited to, privacy in the content of their personal files, e-mails, and records of their online activity while on the Network.

The Internet is an electronic highway connecting computers and users in the District with computers and users worldwide. Access to the Internet enables staff members to explore thousands of libraries, databases, and bulletin boards, while exchanging messages with people throughout the world. Access to such an incredible quantity of information and resources brings with it, however, certain unique challenges and responsibilities.

First, and foremost, the Board may not be able to technologically limit access to services through the Board's Internet connection to only those services and resources that have been authorized for the purpose of instruction, study and research related to the curriculum. Unlike in the past when educators and community members had the opportunity to review and screen materials to assess their appropriateness for supporting and enriching the curriculum according to adopted guidelines and reasonable selection criteria (taking into account the varied instructional needs, learning styles, abilities, and developmental levels of the students who would be exposed to them), access to the Internet, because it serves as a gateway to any publicly available file server in the world, will open classrooms and students to electronic information resources which have not been screened by educators for use by students of various ages.

Pursuant to Federal law, the Board has implemented technology protection measures which block/filter Internet access to visual displays that are obscene, child pornography or harmful to minors. The Board utilizes software and/or hardware to monitor online activity of staff members to restrict access to child pornography and other material that is obscene, objectionable, inappropriate and/or harmful to minors.

The technology protection measures may not be disabled at any time that students may be using the Network, if such disabling will cease to protect against access to materials that are prohibited under the Children's Internet Protection Act. Any staff member who attempts to disable the technology protection measures will be subject to disciplinary action, up to and including termination.

The Superintendent or Director of Technology may disable the technology protection measure to enable access for bona fide research or other lawful purposes.

The Superintendent is directed to prepare guidelines which address students' safety and security while using e-mail, chat rooms and other forms of direct electronic communication, and prohibit disclosure of personal identification information of minors and unauthorized access (e.g., "hacking"), cyberbullying and other unlawful or inappropriate activities by minors online. Staff members are reminded that personally identifiable student information is confidential and may not be disclosed without prior written parental permission.

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Building principals are responsible for providing training so that Internet users under their supervision are knowledgeable about this policy and its accompanying guidelines. The Board expects that staff members will provide guidance and instruction to students in the appropriate use of the Internet. Such training shall include, but not be limited to, education concerning appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyberbullying awareness and response. All Internet users are required to sign a written agreement to abide by the terms and conditions of this policy and its accompanying guidelines.

Staff members are responsible for good behavior on Board's computers/network and the Internet just as they are in classrooms, school hallways, and other school premises and school sponsored events. Communications on the Internet are often public in nature. General school rules for behavior and communication apply. The Board does not sanction any use of the Internet that is not authorized by or conducted strictly in compliance with this policy and its accompanying guidelines. Users who disregard this policy and its accompanying guidelines may have their use privileges suspended or revoked, and disciplinary action taken against them. Users granted access to the Internet through the Board's computers assume personal responsibility and liability, both civil and criminal, for uses of the Internet not authorized by this policy and its accompanying guidelines.

The Board designates the Superintendent and the Director of Technology as the administrators responsible for initiating, implementing, and enforcing this policy and its accompanying guidelines as they apply to the use of the Network and the Internet for instructional purposes.

P.L. 106-554, Children's Internet Protection Act of 2000
P.L. 110-385, Title II, Protecting Children in the 21st Century Act
18 U.S.C. 1460
18 U.S.C. 2246
18 U.S.C. 2256
20 U.S.C. 6777, 9134 (2003)
20 U.S.C. 6801 et seq., Part F, Elementary and Secondary Education Act of 1965,
as amended (2003)
47 U.S.C. 254(h), (1), Communications Act of 1934, as amended (2003)

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DISCLOSURE OF PUBLIC RECORDS

All records except those deemed exempt from disclosure by the Michigan Freedom of Information Act (FOIA) shall be open to inspection by the general public during the regular office hours of any school building or the District central office.

Requests for access to records shall be made in writing (including FAX or e-mail) to the FOIA coordinator. The Superintendent is designated as the FOIA coordinator for all records maintained by the District. Requests to inspect or copy public records shall sufficiently describe the record so that it can be easily identified and located by the appropriate FOIA coordinator.

The Board has determined that personal and confidential information provided to and retained by the District on parents, students, staff and others will be considered exempt from disclosure pursuant to a Freedom of Information Act request, unless advised specifically by the District's legal counsel that the particular information must be released. Such personal and confidential information shall include home addresses, telephone numbers, e-mail addresses or website pages (e.g. My Space, Facebook), except as they are specifically related to the operation of the schools, or specifically authorized for release by the individual, or the parent/guardian if the individual is a minor.

The FOIA coordinator or his/her designee shall examine each request to determine whether the record requested is a public record or subject to exemption from disclosure by the Michigan Freedom of Information Act. If the coordinator determines that the record is exempt from disclosure, s/he shall issue a written denial of the request after consultation with the Superintendent, if appropriate. Such a denial shall be made within five (5) business days of the receipt of the request or as otherwise provided by law, and shall include the reason(s) for the denial and the procedure for appeal of the decision to deny the request. Should the requested record(s) be classified as exempt but contain information which is not exempt from disclosure, the coordinator shall delete the exempt material and release the remaining information for inspection or copying. If the nature of the request requires additional time to access the records or to make a determination on whether the request will be granted, the coordinator shall give written notice within five (5) business days of the receipt of the request, to the person making the request, extending the period of response. Such an extension shall be for a maximum of ten (10) business days in accordance with the law. Each administrator shall record all requests and their disposition and make such reports as are requested by the Superintendent or the Board. Filed requests shall be held for a period of at least one (1) year.

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If a request to inspect or copy a record is denied by the Superintendent's designee, the person making the request may appeal the decision within the District by submitting the appeal to the Superintendent in writing which details the reason(s) for requesting reversal of the denial. The Superintendent shall respond in writing to the request as provided above.

If a request to inspect or copy a record is denied by the Superintendent, the person requesting access may appeal the decision within the District by submitting the appeal in writing to the Board of Education for consideration at the next meeting of the Board. Such request(s) shall be submitted to the Superintendent or Board President for scheduling on the agenda of the next Board meeting. A person whose request has been denied by the Board shall be informed of his/her right of appeal in Circuit Court in accordance with the law.

The FOIA coordinator may charge a fee to cover actual costs of providing access to and/or copies of public records. Fees for responding to a request shall be assessed as follows:

- A. charges for photocopying will be consistent with the current duplication rates, or if the nature of the duplication necessitates duplication by outside sources, the actual cost of employing such outside sources;
- B. actual mailing costs;
- C. labor cost incurred in duplication and mailing assessed at the hourly wage of the lowest paid employee of the District capable of retrieving, copying, and mailing the information necessary to comply with the request;
- D. labor costs for search, examination, review, and deletion or separation of exempt from non-exempt information, at the hourly wage of the lowest paid employee of the District capable of complying with the request.

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Upon receiving a request, the coordinator shall inform the person making the request of the estimated cost for processing the request. If the estimated cost exceeds fifty dollars (\$50), the coordinator shall require a good faith deposit of one-half (1/2) of the estimated fee before processing the request. No charge for the first twenty dollars (\$20) of a fee may be made to an individual who proves indigency or receipt of public assistance. State guidelines for determining free and reduced cost meals to families shall be used as guidelines to determine indigency. At the discretion of the Superintendent, charges may be waived if providing free provision of the service is in the public interest. Revenue from copying public records shall be deposited in the general fund of the School District. Under no circumstances shall the original record documents be allowed to leave their usual building location without the approval of the appropriate FOIA coordinator.

Employees acting as individuals are prohibited from giving or selling lists of any school records to any person except authorized by law or Board Policy. Nothing in this policy or procedure shall imply that inquiries to the District or school for routine day-to-day information might be subject to the established procedures.

M.C.L.A. 15.231 et seq.

M.C.L.A. 445.81 et seq.

Michigan Federation of Teachers v. University of Michigan, 481 Mich. 657 (2008)

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