



MASTER AGREEMENT



Jenison Education Association
and the
Jenison Public School District



JENISON EDUCATION ASSOCIATION CONTRACT

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JENISON EDUCATION ASSOCIATION MASTER AGREEMENT
2020-2021/2021-2022/2022-2023

This agreement entered into this 1st day of September 2020 by and between the Jenison Education Association, hereinafter called the "Association," and the Jenison Public School District, Jenison, Michigan, hereinafter called the "Board." The signatories shall be the sole parties of this Agreement.

PREFACE:

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

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

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

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

ARTICLE 1

Recognition and Definitions

- A. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all professional teaching, counseling, and speech staff under contract, exclusive of administrative personnel, instructors at Jenison International Academy, substitute teachers, supervisors, school social workers, and school psychologists.
- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.
- C. Years of service shall be defined as continuous and uninterrupted years of service in the Jenison Public School system. Leaves of absence with or without pay and absence due to layoff are not considered a break in service. Any period of time spent on layoff or leave of absence shall count as continuous years of service, only for the purpose of this Article. Experience at less than a full teaching load shall count as if the experience were at a full teaching load, but only for the purpose of this Article.
- D. The Board shall maintain an up-to-date seniority roster of all employees in the bargaining unit covered by this Agreement. For bargaining unit employees who were hired prior to August 1, 1986, seniority shall be based on date of hire. For teachers hired August 1, 1986, through July 31, 2018, existing seniority shall be maintained. For teachers hired August 1, 2018, or later, four eight-sided dice shall be rolled and the greatest number formed by individual digits shall have the highest seniority. Individuals will roll based on alphabetical given first name. A tie in number formed shall be ranked in place by an additional roll of the four dice by the people tied. An individual not present will have a JEA designee roll in their place.
- E. Tenure shall mean that status as achieved and defined in the Teacher Tenure Act. Probation or probationary teacher shall also be defined in accordance with the Teacher Tenure Act.
- F. Fully certified is defined as holding valid certification from the Michigan Department of Education in the designated subjects and/or grade levels to be taught. Highly qualified status is determined by the Michigan Department of Education.
- G. Bargaining unit members who are not subject to the Teacher Tenure Act (licensed, not eligible to be teacher certified, counselors and speech pathologists) will continue the protections afforded to them under the 2011-13 Master Agreement for placement, discipline, layoff/recall, and evaluation.

ARTICLE 2

Association and Teacher Rights

- A. Each bargaining unit member may join the Association and pay union dues or decline to join the Association and decline to pay union dues.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

- C. The Association shall have the right to use the school buildings. Permission must be obtained from the Building Administrator, and the same rules and regulations will apply to the Association as to other community groups. The JEA will not be charged for rental use when there is a custodian on duty in the building.
- D. The Association shall be provided time to present to new employees annually in collaboration with the Director of Human Resources on matters of joint concern (i.e. teacher evaluation, contract, etc.).
- E. The provisions of this Agreement shall be applied without regard to gender, sexual orientation, marital status, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. No employees will be subjected to unlawful discrimination in the course of their employment with Jenison Public Schools.
- F. 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.
- G. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the financial resources of the district as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers.
- H. Each teacher shall have the right, upon request, to review the contents of his/her personnel file in accordance with district policy and applicable statute. If the principal keeps an accumulated file, it should be open to the teacher. A representative of the Association may, at the teacher's request, accompany the teacher in the file review. The teacher has the right to file a response to any material in the file, and this response shall become part of the personnel file.
 - a. If the teacher's personnel file contains information which the teacher believes is false, the teacher may utilize the contractual grievance procedure to have said material removed or destroyed. The parties understand that any document that includes "pc personnel file" will be regarded as inclusive of the personnel file by the parties on the date of the document.
- I. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of professional performance, and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.

ARTICLE 3

Management Rights and Responsibilities

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all power, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan, and of the United States, including, but without limiting the generality of the foregoing, the right to the executive management and administrative control of the school system and its properties and facilities and the activities of its employees; to hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees; to establish grades and courses of instruction; to establish special programs; and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board and to decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature; to determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the United States. The Board of Education retains sole authority for decisions regarding Prohibited Subjects of Bargaining as delineated in the Public Employment Relations Act. It is further recognized that the Board, in meeting such responsibilities and, in exercising its powers and rights, acts through its administrative staff.
- C. Any staff member leaving the school system shall notify the Superintendent, or designee, as soon as possible.

ARTICLE 4

Payroll Deductions

- A. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittance for credit union, city income taxes as appropriate or any other plans or programs jointly approved by the Association and the Board. Direct deposit of payroll checks will occur for employees through the Business Office. The Business Office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the Business Office seven (7) days prior to the end of a pay period.
- B. The Board and the Association recognize the importance of each employee pursuing an active retirement savings plan. To this end, the Board will provide payroll deduction for participation in 403b plans. Applications for payroll deduction will be accepted at any time. Participation in any and all programs is subject to IRS guidelines.

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

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

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

ARTICLE 5

Teaching Hours and Conditions

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers must report unavailability for work prior to 7:00 a.m. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. Whenever a classroom teacher is asked by an Administrator to forfeit his/her planning period to take over a class for another teacher, he/she shall be compensated at the rate of .07% of BA step 1 salary per period forfeited.
- B. Teachers are to be in their respective buildings at least 20 minutes beyond the student day. These minutes can be before school, after school or a combination thereof.
- C. A teacher shall request permission from his/her building administrator or designee to leave earlier than the time set forth in Part B. The administrator may require the request be confirmed in writing.
- D. Teachers are encouraged to remain for a sufficient period after the close of the normal school day to attend to those matters which properly require attention at that time, including consultations with parents and students, when scheduled directly with the teacher, except that on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
- E. In the junior and senior high a normal teaching load shall consist of five (5) classes in a six (6) period day or six (6) classes in a seven (7) period day. One (1) period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of his/her step pay for the remaining days under the contract.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of a minimum of thirty (30) minutes in the secondary and forty (40) minutes in the elementary.
- G. Elementary classroom teachers will receive a guaranteed minimum of two hundred and fifty (250) minutes preparation time each week during which time their classes will receive instruction from various teaching specialists. Preparation time shall be for planning and preparation, collaboration with colleagues, meeting with administrators, and working with students, and parents. The regular classroom teacher may use for preparation all time during which their classes receive instruction from various teacher specialists. In the event that any special offering is eliminated in one or more elementary buildings, those teachers so affected

will continue to receive a minimum of two hundred and fifty (250) minutes preparation time each week. Part-time teachers will receive a proportionate amount of paid preparation time per class period taught as is received by a full-time teacher per class period taught. Both parties agree to maintain the flexibility to hold IEP meetings during prep time as needed. For other meetings, every effort will be made to schedule them at a time convenient for the teacher.

- H. Elementary special and special education teachers shall have a minimum of two hundred and fifty (250) minutes of preparation time per week in time periods of not less than twenty-five (25) minutes, not to include travel time, recesses and supervised lunch periods. Travel time is to be interpreted as closing the class in the first building, actual travel time, and opening class in a different building, with a minimum of twenty (20) minutes scheduled for travel.
- I. Teachers shall be required to attend monthly faculty meetings as prescribed by the Administration. Elementary principals will have discretion to hold a second meeting no more than 5 months of the school year when they deem it necessary. Faculty meetings will be held on Mondays or Tuesdays and will take precedence over all other meetings. Except in case of emergency, notification of such meetings shall be given by the last school day of the preceding week. After-school faculty meetings shall begin within fifteen (15) minutes after the end of a normal school day. Teachers shall be required to remain at the meeting not longer than one (1) hour. This does not apply to early dismissal or abbreviated school days. Part time teachers are responsible to attend all scheduled staff meetings without additional compensation.
- J. Daily preparation for effective teaching, correcting papers and themes, attending faculty meetings and similar activities require many hours outside of the classroom and are part of the professional responsibilities of the teacher and counselors. School programs shall be planned cooperatively by the faculty and Administration. Attendance at these appropriately related functions is expected to reflect the individual teacher's acceptance of professional responsibilities.
- K. Any teacher who is either absent or tardy from a faculty meeting, open house, or the normal school day, except when on leave or having been excused by his building administrator is subject to a loss of one (1) hour pay per hour missed or parts thereof. Part-time and tandem teachers who are in less than fulltime positions as a result of their own request/volunteerism will attend all District sponsored professional development without additional pay.
- L. A teacher engaged during the school day in negotiating on behalf of the Association with any representative of the Board or participating in any professional grievance procedure, including arbitration, shall be released from regular duties without loss of salary.
- M. Because parent/teacher conferences and open houses are an important aspect of an effective educational program, time for such conferences shall be 18 hours (3 days) in addition to the staff days listed on the school calendar. Teachers are required to attend Parent Teacher Conferences and open houses only the Director of Human Resources may excuse attendance at Parent Teacher Conferences or open houses. Teachers who are ill will be excused; all other conflicts, including personal emergencies, must be approved by the Director of Human Resources. Coaches and other Schedule B employees obligated to attend events that are scheduled beyond their control (games, competitions) will be excused from Parent Teacher Conferences and open houses; however, practices and rehearsals must be scheduled to avoid conflict with attendance at Parent Teacher Conferences and open houses. Administrators, after consulting with building JEA leadership, will submit Parent Teacher Conference and open house schedules by August 1 for publication. Schedules will be forwarded to the Jenison Education Association President to resolve any conflicts prior to publication. The Parent Teacher Conference schedules will be disseminated on a semi-annual basis prior to Parent Teacher Conferences. Teachers who work beyond the compensated period of time will either be reimbursed per diem or released from classroom responsibilities to attend additional conferences. If Parent Teacher Conferences

are to be rescheduled at a different time, the teacher or counselor should make an effort to have another professional employee present in the building during these conferences.

Part-time and tandem teachers who are in less than full time positions as a result of their own request/volunteerism are expected to attend all parent/teacher conferences at which parents of any of their students may be expected to attend without additional compensation.

- N. Upon the request of the Association, vending machines shall be installed in the teachers' lounge. The proceeds from all such machines shall be placed in the Jenison Education Association Scholarship Fund. Said scholarship fund shall be administered by the Association.
- O. No departure from these norms, except in case of emergency, shall be made without prior consultation with the Association. In the event of any disagreement between the representative of the Board and the Association as to the need and desirability of such deviation, the matter may be processed through the professional grievance procedure hereinafter set forth.
- P. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Each year, teachers will be given an opportunity to complete an electronic Intent Form, which is to be filled out and returned to the Director of Human Resources (date to be determined annually before staffing decisions are made) if the teacher desires to request any change in assignment. Desires expressed on Intent Forms should be considered as such. Administration retains full authority over teacher placement/assignment.
- Q. Mandated (non-voluntary) professional development and staff training that takes place outside of contracted hours shall be paid according to schedule B-1.
- R. The Board of Education will make every effort to provide in each school building adequate lunchroom/lounge facilities.

ARTICLE 6

Class Size

The parties recognize that optimum school facilities for both student and teacher are desirable to insure the high quality of education that is the goal of both the Association and the Board. It is also acknowledged that the primary duty and responsibility of the teacher is to teach and that the organization of the school and the school day should be directed toward insuring that the energy of the teacher is primarily utilized to this end.

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

1. Elementary Maximum

Pre-K 24— with full assistant coverage.

K-1 26

2-6 30

ACT—Maximum of 15 sections with no more than 20 students per section and a maximum of 270 total students.

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

1 over — half-time assistant

2 over — full-time assistant

2. Secondary 7-12:
 - a. 150 students per day, except in vocal and instrumental music the maximum shall be 250 per day and in physical education the maximum shall be 195 per day.
 - b. No more than twenty-two percent (22%) of the secondary maximums (33 students) shall be assigned to any given class period, with the exception of physical education with a maximum 43 students per hour. Vocal and instrumental music shall have no maximum student limitation.
 3. Under no conditions shall the number of students assigned exceed the number of teaching stations available. A teaching station shall be defined as a place for a student to work.
- B. The use of teacher assistants assigned to a building will be worked out between the teachers in that building and the Administration.
- C. Special Education students who are mainstreamed into the regular classroom shall be distributed as equitably as possible among the various sections. Special education students mainstreamed for one-half time or more teacher contact time in a general education classroom shall be counted as a student enrolled in the class for purposes of this article.

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

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

ARTICLE 7

Department Chairpersons/Elementary Team Leaders

A. Secondary Department Chairpersons

1. All departments at the secondary level shall have a Department Chairperson, with the exception of departments with two or fewer members, which will not be considered departments for the purpose of the Department Chairperson stipend. The Principal shall appoint a Department Chairperson for each department after conferring with the department. The Principal will also review Department Chairperson responsibilities with each appointee. There shall be a Department Chairperson for each of the following departments at the Junior and Senior High School: English Language Arts, Mathematics, Social Studies, Science, and Special Education. All other content areas will be part of 7-12 departments.
2. The Department Chairperson shall be responsible for convening required meetings. Prior to the start of school, department goals that align with the School Improvement Plan and other curricular/instructional initiatives will be developed. Prior to school starting, the Department Chairperson will meet with the Principal to review these goals and, if necessary, recommend modifications prior to department approval. Responsibilities and expectations for the year will be confirmed.

3. During the first week of each month, Department Chairpersons must hold department meetings that last at least one hour uninterrupted. The Department Chairperson will confer with the Principal to add agenda items they may recommend for department discussion. The agenda will be shared with department members no later than one school day prior to the department meeting, and the agenda, along with an invitation to attend the meeting as needed, will be shared with the Principal. Minutes, including recommendation of topics for further discussion from the department meeting will be shared with the Principal and so any items recommended for discussion by the Department Chairperson Team may be included by the Principal on the agenda for their meeting which will occur the week following individual department meetings. Minutes of department meeting will also be shared with the Superintendent and Director of Curriculum.
4. Agendas for Department Chairperson Team meetings will be provided by the Principal at least one school day prior to the meeting. At this meeting, in addition to discussing agenda items, the Principal and Department Chairperson Team shall set the agenda for the next full staff meeting. It is imperative that Department Chairpersons are in attendance at all scheduled team meetings unless the Principal grants advanced permission to be excused. Minutes of the Department Chairperson Team meeting and the agenda for the full staff meeting shall be sent via e-mail to all staff the last school day prior to the full staff meeting. These minutes and agenda will also be sent to the Superintendent and Director of Curriculum.
5. During the last month of the school year, Department Chairpersons will meet with the Principal to review department goal accomplishment and to discuss other pertinent topics. The degree to which the Department Chairperson completes all responsibilities will also be reviewed by the Principal.
6. Curricular and instructional responsibilities of Department Chairpersons will include, but not be limited to, the following: a) supporting implementation of the State Standards—all departments will review these standards and incorporate them into curriculum instructional practices as appropriate, b) working with the department to align courses to state and national standards, c) supporting implementation of writing across the curriculum and continue to improve the quality of the state assessment writing prompts, d) supporting instruction in information literacy in all department courses, e) coordinating development of common course assessments aligned to state assessments and supporting the development of course activities/assignments that focus on higher-ordered critical thinking skills, f) supporting the integration of technology as an instructional tool, and g) assisting with the development of new courses and representing the department in the course adoption process. The Department Chairpersons will work closely with the Principal and Director of Curriculum to achieve the goals of the building and district school improvement plans.
7. Additional responsibilities of the Department Chairpersons will include the following: maintaining the department budget, approving requisitions, and maintaining an inventory of departmental equipment.
8. Department Chairpersons shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.

B. Elementary Team Leaders

1. All grades TK-6, Special Education, Spanish Immersion, and Specials Teams at the elementary level shall have a Team Leader. The Director of Curriculum shall appoint Team Leaders. The Director of Curriculum will review Team Leader responsibilities with each appointee.

2. The Team Leaders, Elementary Principals, and Director of Curriculum shall be responsible for collaboratively developing the agendas and convening grade level and specials team meetings. The Team Leader will chair these meetings. Minutes of the grade level/specials team meetings will be shared with team members, Elementary Principals, the Director of Curriculum, and the Superintendent.
3. Curricular and instructional responsibilities of Team Leaders will include, but not be limited to, the following: a) supporting implementation of Common Core State Standards—all grade levels will review these standards and incorporate them into curriculum/instructional practices as appropriate, b) working with the team to align programs to state and national standards, c) supporting implementation of writing across the curriculum, d) supporting instruction in information literacy, e) coordinating development of subject area common assessments aligned to the state assessments and supporting the development of course activities/assignments that focus on higher-ordered critical thinking skills, f) supporting the integration of technology as an instructional tool, g) participating in the development and/or adoption of new programs/instructional strategies, and h) serving on the District School Improvement Team. The Team leaders will work closely with the Director of Curriculum and Elementary Principals.
4. During the first week of six months during the school year, Elementary Team Leaders must hold grade level meetings that last at least one hour. Location will be announced at least one week in advance and will be determined based upon agenda needs. The Leader will collaborate with their team, designated Principal, and Curriculum Director as to agenda items for grade level discussion. The agenda will be shared with grade level members no later than one school day prior to the grade level meeting, and the agenda, along with an invitation to attend the meeting as needed will be shared with the Principal and the Curriculum Director. Minutes, including recommendation of topics for further discussion from the grade level meeting and attendance at such meeting will be shared with the Principal, Curriculum Director, and Superintendent.
5. Elementary Team Leaders will meet together as needed not to exceed once per month outside school time.
6. Elementary Team Leaders shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.

ARTICLE 8

Illness, Disability and Bereavement

- A. At the beginning of each school year, each full-time teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate to one hundred eighty-three (183) days. Part-time teachers will have leave time prorated based on their work schedule. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:

1. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. Teachers may also use personal sick leave for recovery from childbirth in accordance with a physician's statement regarding length of disability and Family Medical Leave Act as outlined in Board of Education Policy 4003. In any one (1) school year, up to fifteen (15) of these days may be used for illness of his/her legal dependents, including his/her spouse, residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household, when critically ill or when the physical presence of the teacher is medically necessary at times which conflict with his/her teaching duties.

a. Transporting an ill family member for the purpose of medical treatment (i.e. to Mayo Clinic, University of Michigan, etc.) is permissible under provisions of this article. However, transporting a family member for non-medical reasons (for example taking ill or elderly parents to winter housing out-of-state) is not a permissible use of family sick leave. However, employees may request use of personal business days or unpaid leave for this type of non-medical transfer.

b. If an employee must be out for an extended period (a week or more) for family sick leave purposes, he/she should notify his/her building administrator prior to logging into the District's absence management system. The building administrator must notify the Director of Human Resources regarding the extended use of family sick leave under provisions of the Family Medical Leave Act.

2. Death in the Immediate Family - The teacher may use up to ten (10) leave days per death. Immediate family shall be interpreted as husband, wife, mother, father, children or grandchildren. The teacher may take up to five (5) days per death of brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece or nephew. The teacher may take up to two (2) days per death of brother-in-law, sister-in-law, grandparent-in-law.

3. Other deaths - The teacher may use up to one (1) leave day per death to attend the funeral of other persons.

4. Consideration may be given for up to five (5) additional leave days per death. Requests should be made in writing to the Director of Human Resources with statement of need for such.

B. The Board shall furnish each teacher with leave balances on each pay stub.

C. The Board may request a doctor's certificate or, at the Board's expense, require a teacher to submit to a physical or mental examination conducted by an appropriate specialist selected by mutual agreement of the teacher and the superintendent, or his/her designee, from a list of specialists obtained through the Physician Referral Services of Spectrum Hospital to determine whether sick leave is warranted.

D. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Thus, leave shall run concurrently with any FMLA leave the employee is eligible for. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave.

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

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

- F. A teacher absent due to a case of mumps, measles, chickenpox or scarlet fever contracted from contact with a source in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) days. Thereafter, the teacher shall use his/her accumulated leave days for any continuing period of illness or disability.
- G. For new teachers or teachers with no accumulated days, the ten (10) days of leave (or prorated days for less than full time teachers) are earned at the rate of one (1) day per month for ten (10) months. A teacher may be ill without loss of pay at any time within a school year up to the absences they are set to earn that year. The number of days absent beyond the number of predicted days allotted for the year will be deducted from his/her pay as they occur after the 10th absence has been reached.
- H. Any employee hired after September 1, 2011 with a minimum of 15 years of service to Jenison Public Schools and who is eligible for retirement through MPSERS will receive \$70 per sick day accumulated up to 183 days as of June 30 of the retiring year. This payment will be made as an employer contribution under the Jenison Public Schools Section 403(b) tax sheltered annuity plan. The payment will be offered in 2 equal installments on the first regular check run in August and September immediately following the employee's retirement. In order to qualify for this payment, the employee must notify the District of their intent to retire by March 15th of the retirement year.

ARTICLE 9

Personal and Association Leave

- A. Teachers will be allowed three (3) days leave each year for personal business reasons. These days shall be non-cumulative from year to year and will not be deducted from sick leave. However, if a personal business day(s) is not used during the school year, said day(s) shall accumulate as an additional leave day(s) under the provisions of Article 10. Absences under this section shall be for necessary business, activities or events of a personal nature related to the family, career, legal and/or financial affairs of the teacher, which cannot be handled at any other time than during the school day, and for which the teacher is not compensated in wage, salary or kind for his/her personal services. A staff member may be asked to change the date(s) of requested leave if it falls on a red-flag day. The administration reserves the right of approval for personal business day(s) used on red flag days and days that extend a recess period. Except in cases of emergency, notification of intent to use the day should be made to the direct supervisor at least five (5) days in advance.
 - 1. The Jenison Education Association agrees to remind its membership at its opening meeting each year that personal days are not to be used for activities such as hunting, shopping, vacationing, etc.
- B. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time spent on jury duty or giving testimony. Any money received from such services, not including travel allowances or reimbursement of expenses shall be reimbursed to the District. The teacher shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not

conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.

- C. The Association will be credited with twelve (12) leave days on an annual basis. The Association agrees to notify the Director of Human Resources via conference request forms five (5) days in advance of taking such leave. In case of an emergency, the Association agrees to notify the Director of Human Resources via e-mail no less than twenty-four (24) hours in advance of taking such leave. Association leave may not conflict with district or building staff development days or parent teacher conferences, except in cases of emergency; in case of such an emergency, the Association President agrees to notify the Human Resources via e-mail no less than twenty-four (24) hours in advance of taking such leave. The Association further agrees that no more than two Association members will take such emergency leave when it conflicts with professional development days or parent teacher conferences. Further, Association members who take such emergency leave during parent teacher conferences will make up the conference time within seven (7) days. The Association recognizes that parent teacher conferences and professional development are important and will only rarely take emergency Association leave when it conflicts with those activities.

ARTICLE 10

Sabbatical Leave

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution.
- B. To qualify for such sabbatical leave, a teacher must hold a current State of Michigan teacher certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and be paid one-half (1/2) his/her full salary and one-half (1/2) his/her full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- D. A teacher returning from sabbatical leave shall have the same rights as other returning teachers.
- E. The Association will allow the District to utilize a one-year sub through a third-party contractor for a teacher requesting leave who is planning to return to their position the following year. Such positions will be paid at BA step 1 rate.

ARTICLE 11

Unpaid Leaves of Absence

- A. Teachers may submit requests for leaves of absence without pay to the Director of Human Resources. The requests shall be in writing on the application provided and contain a full explanation of the reasons for the leave of absence. Employees should understand that unpaid leaves spanning multiple days will be highly scrutinized. Consideration will be given to the frequency of unpaid leave requests per employee. Employees should also understand that days before school breaks will be granted as unpaid leave only under extreme circumstances. The Director of Human Resources shall consider the request and respond with an approval, denial, or alternative arrangement. If an alternative arrangement is offered, the teacher may accept the alternative arrangement by submitting an amendment to the original application. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave. This paragraph applies to all leaves not discussed in Section B. Return from such leaves shall be in accordance with Article 11, Section D.

- B. The Superintendent, or designee, shall grant a leave of absence upon the submission of a request by a teacher for a leave of absence for the following reasons and under the following conditions:
1. The teacher is unable to teach because of personal illness/disability and has exhausted all sick leave available. This leave shall be granted for the duration of the illness or disability up to one (1) year. This leave shall run concurrently with any FMLA leave the employee is eligible for. Upon written request, the Superintendent, or designee, at his/her discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 15, Section D)
 2. The teacher is inducted or enlists for military duty in any branch of the United States Armed Forces. Upon return from such leave the teacher shall be placed on the salary schedule as if he/she had taught in the district during the period of the leave. Rights granted under this section will be terminated upon any voluntary extension of such military leave.
 3. The teacher is serving as an officer of the Jenison Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers.
 4. The teacher is campaigning for, or serving in, a public office. This leave shall be for a minimum of one (1) year and a maximum of one (1) term in the elected office. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers.
 5. The teacher is providing care for his/her newborn, newly adopted, and/or critically ill child for a period not to exceed six (6) weeks or for the remainder of the school year, at the election of the teacher, for any one (1) event. Upon approval of the Superintendent, or designee, a teacher may extend the six (6) week leave period to the next vacation or academic break in the school calendar. This leave shall run concurrently with any FMLA leave the employee is eligible for. Upon return from such leave the teacher shall be afforded the same negotiated pay increase as all other teachers at the effective date of the leave. (See Article 15, Section D) Requests to extend such a leave beyond the year in which it was initiated must be forwarded in writing to the Superintendent no later than May 1.
- C. The following leaves shall be granted for a maximum of two (2) years upon application and approval of the Superintendent, or designee: The teacher is participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a university teaching exchange, cultural, travel or work program related to his/her professional responsibilities; provided the teacher states his/her intentions to return to the school system. Upon return from such leaves the teacher shall be afforded the same negotiated pay increase as all other teachers as if he/she had taught in the district during such period.
- D. All leaves shall be subject to the following conditions:
1. All leaves of absence shall not be extended unless expressly approved by the Superintendent, or designee, and will not exceed two years. If a teacher does not return to employment at the end of the second year, the teacher will resign employment with the district.
 2. Except in emergencies which preclude such notice, the Superintendent, or designee, shall be provided notice of request for leave thirty (30) days in advance.

3. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Superintendent, or designee, or specified by the terms of this Article. Return from leaves specified in Section B of the Article shall be at the beginning of the school year immediately following expiration of the leave period.
4. A teacher returning to work at the beginning of the next school year from an approved leave which commenced during the prior school year shall have the same rights as other returning teachers.
5. A teacher who desires return from an unpaid leave extending beyond the school year in which he/she initially commenced the leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and highly qualified.
6. The Association will allow the District to utilize a one-year sub through a third-party contractor for a teacher requesting leave who is planning to return to their position the following year. Such positions will be paid at BA step 1 rate.

ARTICLE 12

Professional Improvement

- A. The parties support the principle of continued training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state, and federal educational projects.
- B. Full tuition reimbursement will be paid annually (7/1 to 6/30) to full time teachers for the first three (3) hours in a planned degree program (or for additional hours if the cost does not exceed the below mentioned average cost formula). Proof of completion of said credits (in a planned degree program) must be submitted to the Director of Human Resources for reimbursement. Tuition for part time teachers shall be paid on a prorated basis, i.e. a 60% teacher shall be eligible for a maximum annual reimbursement for 1.8 semester hours in a planned degree program (60% of allowable semester hours). If attending out-of-state or private institutions, the Board of Education will reimburse at a per credit rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University up to the maximums designated above. The Board of Education shall not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source. Payment for amount of tuition shall be made to each teacher on the 15th of a given month. The request for reimbursement must be received by the 10th of a given month to be paid in that month. The teacher shall submit to the Director of Human Resources proof of completion of credits.
- C. The teacher must return to employment with the Jenison School system to be eligible for any tuition reimbursement.
- D. Teachers may be granted release-time for the purpose of observation in other educational systems or attendance at in-service meetings and educational conferences. A formal request should be received from the teacher not less than five (5) school days in advance. A report will be submitted for all such days granted.
 1. The Board of Education shall pay registration fees for seminars, workshops, and conferences approved by the administration.
 2. A conference request form, which includes rationale and a list of anticipated expenses, will be submitted online for approval prior to all conferences.

- E. Teachers may request special consideration of payment for a non-degree seeking course. All other stipulations listed above remain. Such request should be made to the Director of Human Resources. Reimbursement will not be made unless the course was approved prior to its begin date.

ARTICLE 13

Continuity of Operations

- A. Both parties recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. Since the parties are establishing a comprehensive grievance procedure under which unresolved disputes may be settled by an impartial third party, the parties have removed the basic cause of work interruptions during the period of this Agreement. The Association accordingly agrees that it will not, during the period of this Agreement, directly or indirectly engage in or assist in any strike, as said term is defined by the Public Employment Relations Act.
- B. Should scheduled student instruction days be canceled due to heat, inclement weather or other conditions which make it impracticable to hold classes, teachers shall not be required to report, and those canceled student instruction days necessary to be rescheduled to assure full state aid funding to the school district will be rescheduled and worked by teachers as student instruction days as originally constituted without additional compensation. Otherwise, on canceled student instruction days which are not required to be rescheduled to assure full state aid funding, teachers will not be required to report and will not be reduced in compensation or required to work a rescheduled day in its stead. Any student instruction day required to be rescheduled will be rescheduled by the Board at a date which is contiguous to the dates for student instruction specified in the school calendars set forth in this Agreement. The school calendar may be expanded by one weekday date for each student instruction day required to be rescheduled.

ARTICLE 14

School Calendar

- A. The school calendars, which are attached, shall consist of 181 teacher days and 176 student days. Three (3) additional staff days (18 hours) are required for parent/teacher conferences (totaling 184 contract days).
- B. Newly hired teachers shall report for the equivalent of five (5) days for teacher orientation in addition to the school calendar outlined in Paragraph A.

ARTICLE 15

Professional Compensation

- A. The basic salary provisions for teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such provisions shall remain in effect during the designated periods. New hire salaries will be determined by Administration upon hire and thereafter move in accordance with other Association members as directed by the Master Agreement.
- B. All employees will be paid in twenty-six or twenty-seven (based upon calendar for the year) equal payments. These payments will start on the first normal payday of the school year and continue thereafter on every other Friday until paid in full

- C. For any teacher to be eligible for any negotiated salary increase, he/she must be under contract a minimum of one hundred fifty (150) days in the Jenison School system during the previous school year. When a teacher is off on an unpaid leave, then actual paid workdays will be counted toward eligibility for negotiated increases. Days of absence due to work-related injury or illness shall be considered workdays for the purpose of interpreting this section.
- D. Members of the bargaining unit completing requirements for a change in degree status prior to first or second semester will be issued a revised contract for the given semester, provided the change is reported no later than ten (10) days following the start of the semester. Unreasonable delays by colleges in sending proof of credits or degrees should be reported to the Director of Human Resources or his/her representative who will contact the college or university for verification.
- E. Individuals performing services identified on Schedules B-1 and B-2 shall receive a "Supplementary Services Contract" indicating activity assigned, duration of contract, rate of pay, and method of payment. Schedule B stipends will be paid based upon BA step 1.
- F. No teacher will be expected to provide a supplementary service without a "Supplementary Services Contract."
- G. Any assignments in addition to the normal teaching schedule during the regular school year shall not be obligatory, but shall be with the consent of the teacher.
- H. Teachers required, in the course of their work, to drive personal automobiles from one school building to another shall receive an allowance equal to IRS mileage reimbursement rates per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- I. Teachers shall be paid in accordance with the rate in Appendix B-1 for district summer curriculum work authorized by the Curriculum Director.
- J. High School and Junior High School Counselors and Co-op/School to Career Coordinator shall report to work each school year five (5) days before students report for the purpose of scheduling students. In exchange for working these five days, the staff may take equivalent compensation time during the school year. This compensation time is subject to the following conditions:
 - 1. Only one counselor at a time may be out on a compensation day, unless circumstances cause the building administrator to make an exception.
 - 2. When taking a compensation day, the counselor will notify the other counselors and guidance office secretary to make arrangements for crisis situations to be handled by another counselor so emergency service to students is not delayed.
 - 3. All compensation days are subject to approval by the building administrator.
 - 4. Compensation days may not be accumulated from year to year.

ARTICLE 16

Insurance Protection

- A. The Board will provide MESSA PAK Plan A or C health insurance protection for the teacher, his/her family, and other eligible sponsored dependents. The employee will be responsible for paying the premium amount that exceeds the PA152 "hard cap" amount on health insurance. The Board will provide without cost to the teacher the ancillary insurance coverages (vision, dental, LTD, and life insurance) for the teacher, his/her family, and other eligible sponsored dependents.

- B. The employee's contribution will be payroll deducted over 26 or 27 payroll periods through a qualified Section 125 Plan and, as such, will not be subject to withholding. The employer's "qualified Section 125 Plan" shall include any and all of the provisions necessary for pre-tax contributions to employees' HSA accounts administered through a Health Equity HSA Account included for each member by the MESSA ABC Plan.

The following insurance programs will be provided:

PLAN A or C - For Employees Electing Health Insurance	
Health	MESSA PAK ABC Plan 1 ("A" without co-insurance, "C" with co-insurance) Annual Deductible (subject to IRS increase) ABC Mail Order Rx
Long Term Disability	66 2/3% of Annual Contracted Salary \$5000 Monthly Maximum
Negotiated Life Insurance	\$45,000 with AD&D
Vision	VSP-3 Gold
Dental	80/80/80 with \$1500 Yearly Maximum \$2100 Maximum for Dependent Orthodontics Adult Orthodontics

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

Teachers electing PLAN B shall also have a cash option of \$9,500 for the duration of the agreement as long as they meet any ACA coverage mandate for health insurance (waiver provided annually during Open Enrollment) rate in effect for the current school year. The cash option may be re-directed by the teacher toward MESSA Options, annuities, or to any other source determined by the teacher.

- C. Part-time teachers shall reimburse the Board for the amount of the MESSA PAK A, B, or C premium based on the percentage of their FTE.
- D. All insurance plans will commence on September 1 and will continue through August 31 of each year for all teachers hired for the 2013-14 and successive school years who complete their full year teaching contract. Insurance plans for teachers hired prior to the 2013-14 school year who complete their full year teaching contract will continue through September 30. Teachers who terminate their employment prior to the end of the school year, or who go on an unpaid leave of absence for any reasons not subject to FMLA provisions, will have their insurance coverages terminated at the end of the month following the month in which they last worked. Teachers who have been granted FMLA leaves and who incur unpaid leave during their absence will

have insurance coverages terminated at the end of the FMLA leave or the month following the month during which unpaid leave commenced, whichever provision provides greater coverage. If allowed under the various plans, an employee may elect to continue coverage by paying the applicable premium when due.

E. Payroll deduction will be available for all MESSA programs.

F. All benefits hereunder are subject to the terms and conditions of the insurance policies, and any claims shall be made against the insurance carrier. The employee must comply with all requirements for coverage specified by the insurance carrier, including those for application and active employment. The employee must notify the employer of any change in marital status and/or number or age of dependents, which would result in an adjustment of premiums paid by the employer for insurance coverage. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

G. JPS utilizes the “hard cap” formula in determining the level of its allowable contribution toward employee health insurance benefits pursuant to Public Act 152 of 2011, MCL 15.563. JPS cannot contribute to health insurance costs more than the statutory amounts in each “medical benefit plan coverage year (January 1 to December 31) district-wide. Expenditures counted towards the cap include premium costs, payments into an HSA and deductible contributions, among other costs as defined by the statute.

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

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

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

I. On January 1 of each year, the District shall increase its cap contribution amounts to any increase approved by the Michigan Department of Treasury.

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

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

ARTICLE 17

Student Teaching Assignments

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

ARTICLE 18

Student Discipline and Teacher Protection

- A. The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Continued effort will be made to assure staff that they can provide student instruction and other ancillary services with minimum of disruption in an appropriate learning environment. A teacher may exclude a pupil from one class when the grossness of the offense, the persistence of the misbehavior, or the disruptive effect of the violation makes the continued presence of the student in the classroom intolerable. In such cases, the teacher will furnish the principal, or assistant principal, as promptly as his teaching obligations will allow, full particulars of the incident in writing. The pupil shall not be returned to the class until after consultation between the teacher and the principal or assistant principal.
- B. Any case of assault upon a teacher arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions shall be promptly reported to the Board through its designated representative. The Board will provide legal counsel to advise the teacher of his/her rights and obligations with respect to such assault and shall promptly render all reasonable assistance to the teacher in connection with the handling of the incident by law enforcement and judicial authorities. This provision does not provide assistance for civil damages.
- C. If criminal or civil proceedings are brought against a teacher, arising out of disciplinary and/or good faith action taken by the teacher against a student, the Association, after a review of the facts of the case, may request the Board to furnish legal counsel to defend him/her in such proceedings. The request shall not be subject to the grievance procedure hereinafter provided, and the decision of the Board shall be final and conclusive.
- D. Time lost by a teacher in connection with any incident mentioned in this Article shall not be charged against the teacher.

- E. The Board will reimburse teachers the replacement cost, or cost of repair, for clothing and/or personal property of the teacher which is damaged, destroyed, or lost as a result of a direct bodily assault to a teacher by a student and/or parent while on duty in the school, or on the school premises. The teacher must cooperate fully with the school district and law enforcement authorities in attempting to recover the damages from the assailant.
- F. Reimbursement to teachers for validated damage to personal automobile property due to vandalism and/or theft shall be made under the following conditions:
 - 1. The teacher is acting in the line of duty when such loss occurs and when the automobile is parked in the designated area as assigned by the building administrator.
 - 2. The Board will pay the deductible amount of each claim during the duration of each fiscal year (July 1 - June 30) under condition of 1 above.
 - 3. The items damaged or stolen are attachments to and are regular accessories of the automobile.
 - 4. The automobile was secured (windows closed, doors locked.) Signs of forcible entry must be evident.
 - 5. The damage was properly reported to the police and building administrator immediately after the discovery of loss.
 - 6. The teacher signs the claim form stating the damage and/or loss was, to the best of that teacher's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.
 - 7. Any reimbursement will be limited to the deductible amount, if any.
- G. The Board Policy, governing use of corporal punishment of students, shall be publicized on the District Website.
- H. An administrator may not require a teacher to change a student's grade. Any challenges to grades shall be subject to Board of Education Administrative Regulation 2002.

ARTICLE 19

Grievance Procedure

- A. Any teacher or group of teachers may file a grievance, and it shall be processed in the following manner:
 - 1. Should an informal discussion of the situation with the principal not resolve the dispute over the alleged violation, a written grievance stating the section of the contract being violated may be filed with the principal by the teacher(s) or Association representative of the teacher(s) within twenty (20) days of the alleged violation. All written grievances must be signed by the aggrieved party.
 - 2. The principal must answer the grievance in writing within ten (10) days of the receipt of the written grievance.

3. If the aggrieved party is not satisfied with the disposition of the case by the principal, the grievance shall be transmitted to the Superintendent, or designee, within ten (10) days of receipt of the principal's disposition.
 4. Within ten (10) days after receiving the grievance, the Superintendent, or designee, shall meet with the Association representative regarding the grievance. The Superintendent, or designee, shall indicate his/her disposition of the grievance in writing to the Association representative within ten (10) days of such meeting and shall forward a copy of the disposition to the Board of Education.
 5. If the aggrieved is not satisfied with the disposition of the grievance by the Superintendent, or designee, the grievance shall be transmitted to the Board by filing a copy with the Secretary of the Board within ten (10) days of receipt of the Superintendent's, or designee's, disposition. Within twenty (20) days after receipt of the grievance, the Board will hold a hearing on the grievance. The Board will issue its disposition of the grievance in writing within ten (10) days thereafter. A copy of the disposition shall be furnished to the Association.
 6. If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.
 7. The arbitrator shall be selected through the American Arbitration Association in accord with its rules which shall likewise govern the arbitration proceedings. The Board and the Association shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement, or deal with matters covered under the Teacher Tenure Act, or consider matters that are prohibited bargaining subjects under the Public Employment Relations Act. Both parties agree to be bound by the award of the arbitrator which is within his/her scope of authority and agree that judgment thereon may be entered in any court of competent jurisdiction.
- B. The fees and expenses of the arbitrator shall be shared equally by the parties.
- C. In the event of a general grievance, the President of the Association has the right to file a grievance which would go directly to the Superintendent, or designee, under Section 5 and follow the procedure as outlined thereafter, except that the Superintendent, or designee, will have ten (10) days to respond.
- D. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- F. A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- G. All reference to days in this article is to be interpreted as days school is in session.

ARTICLE 20

Negotiation Procedures

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

ARTICLE 21

Miscellaneous Provisions

- A. Any individual contract between the Board and an individual teacher heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement and Board of Education policies pertaining to Prohibited Subjects of Bargaining. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. If any provision of this Agreement shall be found contrary to law, then such provision shall be deemed null and void, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- D. Copies of this Agreement titled "Professional Agreement between the Jenison School District and the Jenison Education Association," shall be printed at the expense of the Board and supplied to new teachers annually. Further, that the Board shall furnish twenty-five (25) copies of the Master Agreement to the Association for its use.
- E. All appendices and policies referred to in this contract shall be incorporated as part of this Master Agreement by reference and mutual agreement for the duration of the contract.
- F. Calendars are attached at the end of this agreement. Pending review by pupil accounting, elementary daily schedules will be 8:45 AM to 3:40 PM and secondary daily schedules will be from 8:00 AM to 2:45 PM.
- G. Grades will be due by 7:00 AM the morning of the sixth day after a semester/grading term ends.
- H. A District Discussion Group, led by the Director of Human Resources, will be composed of teachers and administrators to discuss current issues of JPS. The group will convene as needed at 4:30 PM on the Mondays of regular Board Meetings during the school year (September through May) at the Jenison Center for the Arts.
- I. Split class lunches (current HS model) are to be rotated; preference for B (split) lunch may be provided to a department requesting.

- J. Elementary (K-6) classroom teachers shall, upon request, be furnished two (2) half day guest teachers to conduct District mandated Fountas and Pinnell Assessments.
- K. Special education teachers shall, upon request, be furnished one (1) guest teacher per year for record keeping, goal setting, updates and/or IEP preparation.

ARTICLE 22

Retirement Incentive

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

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

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

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

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

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


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

ARTICLE 23

Duration of Agreement

This Contract Agreement shall be effective as of September 1, 2020 and shall continue in effect until the 31st day of August, 2023. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

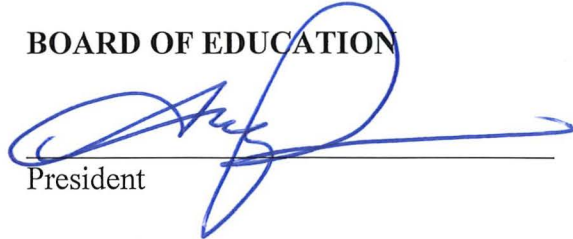


President



PN Team Chief Negotiator

BOARD OF EDUCATION



President



Vice-President



Secretary



Treasurer

APPENDIX A

**Contract for Supplemental Services
Jenison Public Schools**

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

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

Employee Signature

Administrator Signature

Date

Date

APPENDIX B

Teacher Salary Provisions

1. For 2020-2021 and 2021-2022 members of the Bargaining Unit will receive a step on the previous year's scale and a 1.0 % increase as reflected on attached schedules for 2020-2021 and 2021-2022. For 2022-2023 members of the Bargaining Unit will receive a step on the previous year's scale and a 1.5% increase as reflected on the attached schedule.
2. Board Policy 4004 will govern performance based compensation.
3. Bargaining Unit members with the designation of MA+20 who were placed in the 3rd column for August 2019 will be given a one-time choice to stay in the 3rd column or move back to the MA column based on where they would have been placed for August 2019. Any difference in earnings from the movement back to the MA column over the two-year contract for those who decide to move back to the MA column will be reimbursed. This decision must be in writing to the District by June 10, 2020 or the current placement will stand.
4. Bargaining Unit Members employed during the 2021-2022 school year will receive up to \$1,000 as a one-time additional payment. Those employed less than full time will receive a prorated payment based on actual FTE (50% employee would receive \$500). For those employed less than the full year, the number of contracted days worked will be divided by the 184 contract days and then multiplied by 1000 ($90/184 \times 1000 = \$489.13$). This one-time payment is not ORS reportable.

**Jenison Public Schools
Teacher Wage Scale 2020/21**

<u>BA</u>		<u>MA</u>		<u>2nd MA, EDS</u>	
<u>Step</u>	<u>Contract</u>	<u>Step</u>	<u>Contract</u>	<u>Step</u>	<u>Contract</u>
1	\$42,844	1	\$46,272	1	\$49,699
2	\$43,916	2	\$47,429	2	\$50,941
3	\$45,013	3	\$48,614	3	\$52,215
4	\$46,138	4	\$49,828	4	\$53,521
5	\$47,292	5	\$51,075	5	\$54,859
6	\$48,474	6	\$52,351	6	\$56,230
7	\$49,686	7	\$53,660	7	\$57,636
8	\$50,928	8	\$55,002	8	\$59,077
9	\$52,202	9	\$56,377	9	\$60,555
10	\$53,507	10	\$57,786	10	\$62,068
11	\$54,844	11	\$59,231	11	\$63,620
12	\$56,215	12	\$60,712	12	\$65,210
13	\$57,621	13	\$62,230	13	\$66,840
14	\$59,061	14	\$63,786	14	\$68,511
15	\$60,536	15	\$65,380	15	\$70,223
16	\$62,050	16	\$67,015	16	\$71,980
17	\$63,353	17	\$68,422	17	\$73,491
18	\$64,683	18	\$69,860	18	\$75,035
19	\$66,042	19	\$71,326	19	\$76,611
20	\$67,430	20	\$72,824	20	\$78,219
21	\$68,846	21	\$74,353	21	\$79,862
22	\$70,291	22	\$75,915	22	\$81,538
23	\$71,768	23	\$77,509	23	\$83,251
24	\$73,273	24	\$79,138	24	\$85,000
25	\$74,812	25	\$80,799	25	\$86,785
26	\$76,383	26	\$82,496	26	\$88,608
27	\$77,987	27	\$84,228	27	\$90,469
28	\$79,624	28	\$85,996	28	\$92,368
29	\$81,296	29	\$87,802	29	\$94,309
30	\$83,004	30	\$89,647	30	\$96,288

**Jenison Public Schools
Teacher Wage Scale 2021/22**

<u>BA</u>		<u>MA</u>		<u>2nd MA, EDS</u>	
<u>Step</u>	<u>Contract</u>	<u>Step</u>	<u>Contract</u>	<u>Step</u>	<u>Contract</u>
1	\$43,272	1	\$46,735	1	\$50,196
2	\$44,355	2	\$47,903	2	\$51,450
3	\$45,463	3	\$49,100	3	\$52,737
4	\$46,599	4	\$50,326	4	\$54,056
5	\$47,765	5	\$51,586	5	\$55,408
6	\$48,959	6	\$52,875	6	\$56,792
7	\$50,183	7	\$54,197	7	\$58,212
8	\$51,437	8	\$55,552	8	\$59,668
9	\$52,724	9	\$56,941	9	\$61,161
10	\$54,042	10	\$58,364	10	\$62,689
11	\$55,392	11	\$59,823	11	\$64,256
12	\$56,777	12	\$61,319	12	\$65,862
13	\$58,197	13	\$62,852	13	\$67,508
14	\$59,652	14	\$64,424	14	\$69,196
15	\$61,141	15	\$66,034	15	\$70,925
16	\$62,671	16	\$67,685	16	\$72,700
17	\$63,987	17	\$69,106	17	\$74,226
18	\$65,330	18	\$70,559	18	\$75,785
19	\$66,702	19	\$72,039	19	\$77,377
20	\$68,104	20	\$73,552	20	\$79,001
21	\$69,534	21	\$75,097	21	\$80,661
22	\$70,994	22	\$76,674	22	\$82,353
23	\$72,486	23	\$78,284	23	\$84,084
24	\$74,006	24	\$79,929	24	\$85,850
25	\$75,560	25	\$81,607	25	\$87,653
26	\$77,147	26	\$83,321	26	\$89,494
27	\$78,767	27	\$85,070	27	\$91,374
28	\$80,420	28	\$86,856	28	\$93,292
29	\$82,109	29	\$88,680	29	\$95,252
30	\$83,834	30	\$90,543	30	\$97,251

**Jenison Public Schools
Teacher Wage Scale 2022/23**

BA		MA		2nd MA, EDS	
Step	Contract	Step	Contract	Step	Contract
1	\$43,921	1	\$47,436	1	\$50,949
2	\$45,020	2	\$48,622	2	\$52,222
3	\$46,145	3	\$49,837	3	\$53,528
4	\$47,298	4	\$51,081	4	\$54,867
5	\$48,481	5	\$52,360	5	\$56,239
6	\$49,693	6	\$53,668	6	\$57,644
7	\$50,936	7	\$55,010	7	\$59,085
8	\$52,209	8	\$56,385	8	\$60,563
9	\$53,515	9	\$57,795	9	\$62,078
10	\$54,853	10	\$59,239	10	\$63,629
11	\$56,223	11	\$60,720	11	\$65,220
12	\$57,629	12	\$62,239	12	\$66,850
13	\$59,070	13	\$63,795	13	\$68,521
14	\$60,547	14	\$65,390	14	\$70,234
15	\$62,058	15	\$67,025	15	\$71,989
16	\$63,611	16	\$68,700	16	\$73,791
17	\$64,947	17	\$70,143	17	\$75,339
18	\$66,310	18	\$71,617	18	\$76,922
19	\$67,703	19	\$73,120	19	\$78,538
20	\$69,126	20	\$74,655	20	\$80,186
21	\$70,577	21	\$76,223	21	\$81,871
22	\$72,059	22	\$77,824	22	\$83,588
23	\$73,573	23	\$79,458	23	\$85,345
24	\$75,116	24	\$81,128	24	\$87,138
25	\$76,693	25	\$82,831	25	\$88,968
26	\$78,304	26	\$84,571	26	\$90,836
27	\$79,949	27	\$86,346	27	\$92,745
28	\$81,626	28	\$88,159	28	\$94,691
29	\$83,341	29	\$90,010	29	\$96,681
30	\$85,092	30	\$91,901	30	\$98,710

APPENDIX B-1
Compensation Schedule for Supplemental Services
 Percentages listed are of BA step 1

<u>Activity</u>	<u>Percentage-Paid</u>
Art:	
Total per person annually for shows & displays	2.0
Business:	
SQA	12.0
School Business Enterprise	12.0
Camp:	
Camp Director	2.5
6th Grade Teachers Only (other than camp director)	1.5
Senior Counselors (other than 6th grade teachers)	0.85
Class Sponsors (per person):	
Freshman	2.0
Sophomore	2.0
Junior	4.5
Senior	4.5
Clubs (10 hours, 10 members, 10 meetings):	
(1 sponsor only unless prior approval of Administration is granted)	1.0
Department Chairperson:	
Six or more department members (split between buildings or contained)	6.0
Fewer than six members (contained to a building)	4.0
7-12 fewer than six members (split between buildings)	5.0
*shared positions will be divided equally not to exceed listed total	
*7-12 departments are: Industrial Arts, Business, Life Skills, Art, PE, Music, Guidance, and Foreign Language.	
Contained building departments are: ELA, Math, Social Studies, Science and Special Education.	
Elementary Grade Level Team Leader:	
(Includes Elementary Specials, Special Education and Spanish Immersion Team Leaders)	6.0
Jasper Coordinator:	
Senior High	3.0
Junior High	3.0
Intramurals:	
Senior High	2.5
Junior High	2.5
Mentor Teacher:	
	2.0
Music:	
Elementary Vocal	1.0
Elementary Choir (maximum of two directors per choir)	2.0
Junior High Vocal	8.0
Assistant Vocal	8.0
Senior High Vocal (including Chamber singers)	10.0
System Orchestra	10.0
Assistant Orchestra	8.0
Senior High Band	10.0
Junior High Band	8.0

<u>Activity</u>	<u>Percentage Paid</u>
Assistant Band	8.0
Marching Band (included pre-camp and band camp)	15.0
Assistant Marching Band (includes pre-camp and band camp)	10.0
Jazz Band I	4.0
Jazz Band II	3.0
Winter Guard	7.0
Newspaper:	
**Junior High	1.0
Senior High	3.0
Plays/Musicals Total:	
Senior High Musicals (Total % per musical)	28.0
Junior High Musicals (Total % per musical)	20.0
Plays (2 Acts-Total % per play)	14.0
Plays (1 Act-Total % per play)	5.0
Safety Sponsors:	
Building Sponsors	2.5
Science Olympiad:	
Senior High	6.0
Junior High	
Head Coach	7.0
Assistant Coach (6)	2.5
Student Council:	
Elementary (Maximum of 2)	1.0
Junior High (2)	2.5
Senior High (2)	8.0
Yearbook:	
Senior High	7.0
Junior High	2.5

Summer School: .09 % of BA step 1(a preparation period will be paid if four (4) class periods per day are worked)

Authorized Summer District Curriculum Work: .07% of BA step 1

Mandated professional development or training: .07% of BA Step 1

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

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

APPENDIX B-2
Athletic Compensation Schedule For Supplemental Services
Years of Experience/Percent of BA step 1

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

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

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

APPENDIX C
Mentor Teachers

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

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

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

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

First year probationary teachers will be assigned a teacher as a mentor who will be paid according to the B-1 stipend. Building administrators will serve as mentors for second and third year probationary teachers and will not receive a stipend for services. Any other teacher subject to more intensive evaluation shall be assigned a highly qualified mentor teacher with approval of JEA leadership.

APPENDIX D

SPECIAL EDUCATION REFERENCES/RESPONSE TO INTERVENTION (RTI)

The Ottawa Area ISD Plan for Delivery of Special Education Programming and Services document shall be used for programming oversight.

These rules are subject to legal changes.

Jenison Public Schools

2020-2021 Calendar

August 2020							
S	M	T	W	T	F	S	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
7.0	23	24	25	26	27	28	29
5.0	30	31					

August 2020
20 Off-Teacher PD
24 Off-Teacher PD
25 First day students

February 2021							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
18.0	21	22	23	24	25	26	27
17.0	28						

February 2021
11 Teacher PD
12-15 Midwinter Break

September 2020							
S	M	T	W	T	F	S	
			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20.0	20	21	22	23	24	25	26
20.0	27	28	29	30			

September 2020
4 Off
7 Labor Day

March 2021							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	
23.0	21	22	23	24	25	26	27
22.0	28	29	30	31			

March 2021
12 PD

October 2020							
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
22.0	18	19	20	21	22	23	24
21.0	25	26	27	28	29	30	31

October 2020
30 Off-Teacher PD

April 2021							
S	M	T	W	T	F	S	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
16.0	18	19	20	21	22	23	24
16.0	25	26	27	28	29	30	

April 2021
2-9 Spring Break

November 2020							
S	M	T	W	T	F	S	
1	2	3	4	5	6	7	
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	
18.0	22	23	24	25	26	27	28
18.0	29	30					

November 2020
25-27 Thanksgiving Break

May 2021							
S	M	T	W	T	F	S	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
20.0	23	24	25	26	27	28	29
20.0	30	31					

May 2021
31 Memorial Day

December 2020							
S	M	T	W	T	F	S	
			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
14.0	20	21	22	23	24	25	26
14.0	27	28	29	30	31		

December 2020
21-31 Holiday Break
18 HS Sem

June 2021							
S	M	T	W	T	F	S	
			1	2	3	4	5
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
3.0	20	21	22	23	24	25	26
3.0	27	28	29	30			

June 2021
3 1/2 Day Students

January 2021							
S	M	T	W	T	F	S	
					1	2	
3	4	5	6	7	8	9	
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	
20.0	24	25	26	27	28	29	30
20.0	31						

January 2021
1 Holiday Break
22 JR/EL Semester

July 2021							
S	M	T	W	T	F	S	
					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
0.0	18	19	20	21	22	23	24
0.0	25	26	27	28	29	30	31

July 2021
4 Independence Day

Teacher Only Attendance Days	Total	181
Student Instruction Days	Total	176

Staff Day Count
 Student Day Count

No School
 1/2 day
 Staff Only

Jenison Public Schools

2021-2022 Calendar

August 2021						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
8.0	15	16	17	18	19	20
6.0	22	23	24	25	26	27
	29	30	31			

August 2021
 19 Off -Teacher PD
 23 Off -Teacher PD
 24 First day students

February 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
18.0	20	21	22	23	24	25
17.0	27	28				

February 2022
 17 Off -Teacher PD
 18-21 Midwinter Break

September 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
20.0	12	13	14	15	16	17
20.0	19	20	21	22	23	24
	26	27	28	29	30	

September 2021
 3 Off
 6 Labor Day

March 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
23.0	13	14	15	16	17	18
22.0	20	21	22	23	24	25
	27	28	29	30	31	

March 2021
 11 PD

October 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
21.0	17	18	19	20	21	22
20.0	24	25	26	27	28	29
	31					

October 2021
 29 PD

April 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
15.0	10	11	12	13	14	15
15.0	17	18	19	20	21	22
	24	25	26	27	28	29
	30					

April 2022
 1-8 Spring Break

November 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
19.0	14	15	16	17	18	19
19.0	21	22	23	24	25	26
	28	29	30			

November 2021
 24-26 Thanksgiving Break

May 2022						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
21.0	15	16	17	18	19	20
21.0	22	23	24	25	26	27
	29	30	31			

May 2022
 30 Memorial Day

December 2021						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
13.0	12	13	14	15	16	17
13.0	19	20	21	22	23	24
	26	27	28	29	30	31

December 2021
 17 HS Sem
 20-31 Holiday Break

June 2022						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
2.0	12	13	14	15	16	17
2.0	19	20	21	22	23	24
	26	27	28	29	30	

June 2022
 2 Last Day Students

January 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
21.0	16	17	18	19	20	21
21.0	23	24	25	26	27	28
	30	31				

January 2022
 21 End of 1st Semester

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
0.0	24	25	26	27	28	29
0.0	31					

July 2022
 4 Independence Day

Teacher Only Attendance Days	Total	181
Student Instruction Days	Total	176

<div style="display: inline-block; width: 15px; height: 15px; background-color: #d9e1f2; border: 1px solid black; margin-right: 5px;"></div> Staff Day Count <div style="display: inline-block; width: 15px; height: 15px; background-color: #cfe2f3; border: 1px solid black; margin-right: 5px;"></div> Student Day Count	<div style="display: inline-block; width: 15px; height: 15px; background-color: #fce4d6; border: 1px solid black; margin-right: 5px;"></div> No School <div style="display: inline-block; width: 15px; height: 15px; background-color: #f4cccc; border: 1px solid black; margin-right: 5px;"></div> 1/2 days <div style="display: inline-block; width: 15px; height: 15px; background-color: #fff2cc; border: 1px solid black; margin-right: 5px;"></div> Staff Only
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Jenison Public Schools

2022-2023 Calendar

August 2022							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
	7	8	9	10	11	12	13
9.0	14	15	16	17	18	19	20
7.0	21	22	23	24	25	26	27
	28	29	30	31			

August 2022
18 Off -Teacher PD
22 Off -Teacher PD
23 First day students

February 2023							
S	M	T	W	T	F	S	
			1	2	3	4	
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
18.0	19	20	21	22	23	24	25
17.0	26	27	28				

February 2023
16 Off -Teacher PD
17-20 Midwinter Break

September 2022							
S	M	T	W	T	F	S	
				1	2	3	
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
20.0	18	19	20	21	22	23	24
20.0	25	26	27	28	29	30	

September 2022
2 Off
5 Labor Day

March 2023							
S	M	T	W	T	F	S	
			1	2	3	4	
	5	6	7	8	9	10	11
	12	13	14	15	16	17	18
22.0	19	20	21	22	23	24	25
21.0	26	27	28	29	30	31	

March 2023
10 PD
31 Spring Break

October 2022							
S	M	T	W	T	F	S	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
21.0	23	24	25	26	27	28	29
20.0	30	31					

October 2022
28 PD

April 2023							
S	M	T	W	T	F	S	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
15.0	23	24	25	26	27	28	29
15.0	30						

April 2023
3-7 Spring Break

November 2022							
S	M	T	W	T	F	S	
		1	2	3	4	5	
	6	7	8	9	10	11	12
	13	14	15	16	17	18	19
19.0	20	21	22	23	24	25	26
19.0	27	28	29	30			

November 2022
23-25 Thanksgiving Break

May 2023							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	
	7	8	9	10	11	12	13
	14	15	16	17	18	19	20
22.0	21	22	23	24	25	26	27
22.0	28	29	30	31			

May 2023
29 Memorial Day

December 2022							
S	M	T	W	T	F	S	
				1	2	3	
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
16.0	18	19	20	21	22	23	24
16.0	25	26	27	28	29	30	31

December 2022
22 HS Sem
23-30 Holiday Break

June 2023							
S	M	T	W	T	F	S	
				1	2	3	
	4	5	6	7	8	9	10
	11	12	13	14	15	16	17
2.0	18	19	20	21	22	23	24
2.0	25	26	27	28	29	30	

June 2023
2 Last Day Students

January 2023							
S	M	T	W	T	F	S	
	1	2	3	4	5	6	7
	8	9	10	11	12	13	14
	15	16	17	18	19	20	21
17.0	22	23	24	25	26	27	28
17.0	29	30	31				

January 2023
2-6 Holiday Break
20 End of 1st Semester

July 2023							
S	M	T	W	T	F	S	
						1	
	2	3	4	5	6	7	8
	9	10	11	12	13	14	15
	16	17	18	19	20	21	22
0.0	23	24	25	26	27	28	29
0.0	30	31					

July 2023
4 Independence Day

Parent/Teacher Conference Equivalent	Total	3
Teacher Only Attendance Days	Total	181
Student Instruction Days	Total	176

<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 15px; height: 10px; background-color: #d9e1f2; margin-right: 5px;"></div> Staff Day Count <div style="border: 1px solid black; width: 15px; height: 10px; background-color: #cfe2f3; margin-right: 5px; margin-left: 10px;"></div> Student Day Count </div>	<div style="display: flex; justify-content: space-between;"> <div style="border: 1px solid black; width: 15px; height: 10px; background-color: #e6b89c; margin-right: 5px;"></div> No School <div style="border: 1px solid black; width: 15px; height: 10px; background-color: #ff0000; margin-right: 5px; margin-left: 10px;"></div> 1/2 days <div style="border: 1px solid black; width: 15px; height: 10px; background-color: #ffff00; margin-right: 5px; margin-left: 10px;"></div> Staff Only </div>
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Letter of Agreement

between the

Jenison Public Schools Board of Education

and the

Jenison Education Association

Re: Retirement Incentive Extension for [REDACTED]

The parties agree and acknowledge as follows:

1. In consideration of the fact that [REDACTED] will receive a 2.98% raise instead of the stipulated 3% due to maxing steps on the salary schedule, [REDACTED] will be given an additional year on the retirement incentive listed in Article 21. For instance, [REDACTED] may retire 4 years after she qualifies and still receive the full 5 years.
2. This constitutes the entire understanding of the parties and is not to be deemed precedent setting.

Leslie Philipps 6/4/18
For the Board Date

[Signature] 6/4/2018
For the JEA Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: Overage of Students in 5th Grade Extended Traditional Classes

The parties agree and acknowledge as follows:

1. The current Master Agreement has class size maximums of 30 students for 5th grade.
2. With the unique circumstances COVID-19 has presented and the implementation of the Extend Traditional (ET) teaching model, an overage has occurred at 5th grade for ET.
3. For this year, and under these circumstances only, \$10 per student, per day will be paid as a stipend for the overage to Kevin Betts and Kristin Carpenter. The cap on students per section will be 33. If the number of students diminishes, so will the stipend until we are back to the contractual limit of 30.
4. This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed after the 2019-2020 school year as a part of negotiations to decide if the letter of agreement stipulations should continue.

Laura Philipps

8/25/20

For the Board

Date

RHE Vallette 8/25/20

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: Report Cards and Parent/Teacher Conference Hours

The parties agree and acknowledge as follows:

1. The Letter of Agreement on this topic from the 2019-2020 school year will remain in effect for the 2020-2021 school year. The TK team and administrator will work together to set dates for conferences.
2. This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed after the 2019-2020 school year as a part of negotiations to decide if the letter of agreement stipulations should continue.

Leslie Philipps

8/25/20

For the Board

Date

RHE VILKATA 8/25/20

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: Voluntary Work with Beginning Music Students

The parties agree and acknowledge as follows:

1. With the unique circumstances COVID-19 has presented there is an inability for secondary music teachers to work directly with beginning elementary music students as would normally occur during the school day. Music staff are concerned about losing an entire group of music students.
2. For this year, and under these circumstances only, willing music staff will volunteer to work outside normal hours to capture beginning music students. No music instructor will be forced to do this. Work of this nature is only to be performed on a voluntary basis.
3. This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed after the 2019-2020 school year as a part of negotiations to decide if the letter of agreement stipulations should continue.

Wendy Phillips

11/18/20

For the Board

Date

[Signature] 11/19/2020

For the JEA

Date

Letter of Agreement

between the

Jenison Public Schools Board of Education

and the

Jenison Education Association

Re: Tuition Reimbursement Clarifications/Updates

The parties agree and acknowledge as follows:

1. The current Master Agreement states the following regarding tuition reimbursement:

Full tuition reimbursement will be paid annually (7/1 to 6/30) to full time teachers for the first three (3) hours in a planned degree program (or for additional hours if the cost does not exceed the below mentioned average cost formula). Proof of completion of said credits (in a planned degree program) must be submitted to the Director of Human Resources for reimbursement. Tuition for part time teachers shall be paid on a prorated basis, i.e. a 60% teacher shall be eligible for a maximum annual reimbursement for 1.8 semester hours in a planned degree program (60% of allowable semester hours). If attending out-of-state or private institutions, the Board of Education will reimburse at a per credit rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University up to the maximums designated above. The Board of Education shall not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source. Payment for amount of tuition shall be made to each teacher on the 15th of a given month. The request for reimbursement must be received by the 10th of a given month to be paid in that month. The teacher shall submit to the Director of Human Resources proof of completion of credits.

The teacher must return to employment with the Jenison School system to be eligible for any tuition reimbursement.

2. The parties agree to modify the language as stated below:

An annually adjusted tuition reimbursement cap (currently \$2,232.42) will be utilized for full time bargaining unit members in a planned degree program. This cap is calculated by finding the average cost of 3 graduate credits at Western Michigan University, Michigan State University, and Grand Valley State University.

The tuition reimbursement year aligns with the fiscal year calendar (7/1 to 6/30 annually). Any payment for reimbursement prior to 6/30 of a given year will count toward that year. Any payment 7/1 or after will apply to the new year.

Reimbursement payments shall be made to each eligible bargaining unit member on the 15th of a given month. The request for reimbursement must be received by the 10th of a given month to be paid in that month. The bargaining unit member shall submit to the Director of Human Resources the District tuition reimbursement form and proof of payment for the course they are requesting reimbursement for (this can be before the course begins as long as the member has already paid for the course). Failure to complete (or pass) the course will result in the bargaining unit member refunding the District any payment made for the course (proof of completion will be required at the end of the class).

Tuition for part time teachers shall be paid on a prorated basis, i.e. a 60% teacher shall be eligible for 60% of the annual allotment.

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

The bargaining unit member must return to employment with the Jenison School system to be eligible for any tuition reimbursement. If a teacher is reimbursed for summer classes (submitted July 1 of a given year or after) and does not return to JPS for that fall, they will need to reimburse the District for any payments made to the bargaining unit member.

Wesley Philipps

1/6/21

For the Board

Date

R. E. V. [Signature] 1/6/21

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: New Teacher Mentors

The parties agree and acknowledge as follows:

1. Current practice is that all new teacher hires to JPS receive a peer teaching mentor for their first year of employment at JPS. In year two, experienced teachers no longer need a mentor (JPS provides them for year 1 even though it is not required). For brand new teachers to the profession, in years 2-3, current practice has been to have a peer teacher year 1 and then the building administrator for years 2-3. Mentor teachers are paid 2% per year for the 1st year for both brand new and "new to JPS" teachers.
2. Moving forward, peer teachers will be utilized for years 2-3 for teachers new to the profession with the stipend for the teaching mentor being 1% per year for years 2-3.
3. This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed after the 2021-2022 school year as a part of negotiations to decide if the letter of agreement stipulations should continue.

Wesley Philipps

4/12/21

For the Board

Date

Richard V. ... 4/16/21

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: 10 Minute Day Shift at Elementary

The parties agree and acknowledge as follows:

1. The current Master Agreement states that the elementary day will be from 8:45 am to 3:40 pm (Article 21,F).
2. With current struggles providing adequate bussing, a 10 minute earlier start and end at some elementary buildings allows for transportation efficiencies.
3. In consultation with the JEA, schedules may be shifted to accommodate transportation demands. Until jointly decided otherwise, Sandy Hill Elementary, the Early Childhood Center and El Puente Elementary will be on this modified schedule.
4. This constitutes the entire understanding of the parties and is not to be deemed precedent setting.

Lucas Philipps

5/7/21

For the Board

Date

[Signature] 5/26/21

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: College Classes Taught on the JPS Campus

The parties agree and acknowledge as follows:

1. The current Master Agreement addresses recognition of JEA representation in Article I, A.
2. The parties agree that dual enrollment classes taught by college professors/teachers do not fall under representation of the JEA.
3. Starting for the fall of 2021, GVSU employees will be teaching Spanish classes at JHS during the school day. While recognizing this is not under the umbrella of the JEA, administration agrees that future college offerings that are onsite during the school day will be disclosed to the JEA and rationale for such will be discussed before implementation.
4. This constitutes the entire understanding of the parties and is not to be deemed precedent setting.

W. Sue Philipps

5/7/21

For the Board

Date

[Signature] 5/26/21

For the JEA

Date

Letter of Agreement
between the
Jenison Public Schools Board of Education
and the
Jenison Education Association

Re: Grade Level Meeting Shift at Elementary

The parties agree and acknowledge as follows:

1. The current Master Agreement states that elementary teachers will convene the first week of 6 months of the school year in grade level meetings (Article 7,B,4).
2. Current elementary curricular/building initiatives align with moving to 4 grade level meetings (district grade level teachers meet) and 2 building meetings (work within building team). The meetings will remain at 1 hour the first week of the month.
3. This constitutes the entire understanding of the parties and is not to be deemed precedent setting.

Leslie Philipps

5/26/21

For the Board

Date

John Walker 5/28/21

For the JEA

Date