

# **MASTER AGREEMENT**

# Jenison Education Association and the Jenison Public School District

September 1, 2023 - August 31, 2025





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# JENISON EDUCATION ASSOCIATION MASTER AGREEMENT 2023-2024, 2024-2025

This agreement entered into this 1st day of September 2023 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:

# Recognition and Definitions

- A. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all professional teaching (including fully hired substitutes), counseling, BCBA behavior specialist, teacher consultant, instructional coaching, student services coordinator, and speech staff under contract, exclusive of administrative personnel, instructors at Jenison International Academy, substitute teachers (district subs and day-to-day subs), supervisors, school social workers, GSRP teachers, non-cat employees, 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, to June 30, 2023, 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 designce roll in their place. For July 1, 2023 forward, seniority will be determined alphabetically (last, first, middle) in even years and reverse alphabetically in odd years.
- 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. Proper placement/endorsement is determined by the Michigan Department of Education.
- G. Bargaining unit members who are not subject to the Teacher Tenurc 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.

# 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 any teacher rights they 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 Assistant Superintendent on matters of joint concern (i.e. teacher evaluation, contract, etc.). The Association will be provided one hour beyond the "joint" time to meet with new employees. JEA leadership and the Assistant Superintendent will agree to the scheduling of that time by August 1st annually.
- 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 their 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 "pe 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 they are being reprimanded, warned, or disciplined for any infraction of rules or delinquency of professional performance, and when they are 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
- B) 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.
- C. 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.
- D. Any staff member leaving the school system shall notify the Superintendent, or designee, as soon as possible.

# 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.
- D. 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.
- E. 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 their planning period to take over a class for another teacher, they 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 5 minutes before the start of school and 5 to 10 minutes beyond the student day. If all students are safely to pick up or buses before 10 minutes is up or if the staff member has no obligation that day to help exit students, then 5 minutes after is sufficient.
- C. A teacher shall request permission from their 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, collaboration with colleagues, meeting with administrators, 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 their 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.
- G. Elementary classroom teachers will receive a guaranteed minimum of two hundred and seventy five (275) minutes preparation time each full week during which time their classes will receive instruction from various teaching specialists (the regular schedule will include 55 minute periods for student specials/teacher prep). 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 it for preparation 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 seventy five (275) 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 seventy five (275) 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. Elementary music teachers will have one common prep per week.
- 1. 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 after school meetings not longer than one (1) hour. Before school meetings cannot start until 50 minutes before the first bell. This does not apply to early dismissal or abbreviated school days. Part time teachers are responsible to attend all scheduled staff meetings on days they are scheduled to work. If meetings are on days they do not work, they are responsible to ascertain content/deadlines from the meeting.

- 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.
- 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. TK teachers will conduct 20 hours of parent/teacher conferences in exchange for not issuing report cards for TK students. Teachers are required to attend Parent Teacher Conferences and open houses. Open houses shall be one hour in length. Teachers who are ill will be excused; all other conflicts, including personal emergencies, must be approved by the immediate supervisor. 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 generally 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 dates and formats by September 1 and open house schedules by June I 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. Parent/guardian sign up shall be closed no less than 48 hours prior to conference sessions. Two or more dates in one week will count as one session for the purpose of sign up deadlines. If Parent Teacher Conferences are to be rescheduled at a different time, the employee who was absent should make an effort to have another professional employee present in the building for in-person conferences. Teleconferences are also an option when rescheduling.

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 buildings. 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 Assistant Superintendent (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. Professional development days will be 8:00 am to 3:00 pm with a one hour lunch unless otherwise agreed to by the JEA and administration.
- R. The Board of Education will make every effort to provide in each school building adequate lunchroom/lounge facilities. Where a dedicated lounge is not available, administration will work with JEA to provide an acceptable alternative. Dedicated staff restroom total count per building (at least 2) will not be reduced as of the end of the 2022-2023 school year without consultation with JEA leadership. A non-bathroom, locking space shall be provided to express breast milk (this can be a classroom space).

# 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 ensuring 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
    - TK 24 (with full assistant coverage)
    - K 24 (Immersion to 26 max with full assistant at 28)
    - 1 26
    - 2 28
    - 3-6 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:

- Lover 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 32 students shall be assigned to any given class period unless the teacher (via a conversation presented by the building representative to the teacher) agrees to 33 and is under the 150 maximum (excluding Advisory), 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 paraprofessionals assigned to a building will be worked out between the teachers in that building and the Administration.
- C. Special Education students who are included in the general education classroom shall be distributed as equitably as possible among the various sections. Special education students included 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. Within ten days after the beginning of the school year and second semester as appropriate, teachers 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

# Elementary Team Leaders, Department Chairpersons and BLT

# A. Elementary Team Leaders

- 1. All grades TK-6, Special Education, Spanish Immersion, and each Specials Team at the elementary level shall have a Team Leader. The Director of Curriculum shall appoint Team Leaders in collaboration with grade level teams. The Director of Curriculum will review Team Leader responsibilities with each appointee. Every three years, team leaders shall be reviewed to allow different teachers leadership opportunities. The preference would be for a cycle of rotation so that the majority of members are never new.
- 2. At the beginning of the school year, The Team Leaders and administration will review/develop district\_Grade Level goals that align with the district vision/plan and other curricular/instructional initiatives.

- 3. The Team Leaders, Elementary Principals, and Director of Curriculum shall be responsible for collaboratively developing agendas and convening grade level and specials team meetings. The Team Leader will chair these meetings in conjunction with the assigned principal, take attendance, and document meeting minutes. The Team Leader will share a meeting invitation (including location) at least one week in advance of the meeting and follow up with an agenda no later than one day prior to the meeting. Up to two (2) after school meetings of no more than one hour will occur as agreed to on the district calendar in a school year. Attendance and minutes of the grade level/specials team meetings will be shared with team members, Elementary Principals, and the Director of Curriculum.
- 4. Curricular and instructional responsibilities of Team Leaders will include, but not be limited to, the following: a) supporting implementation of Common Core State Standards and best instructional practices 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) 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, d) supporting the integration of technology as an instructional tool, e) participating in the development and/or adoption of new programs/instructional strategies, and f) serving on their home BLT. The Team leaders will work closely with the Director of Curriculum and Elementary Principals to achieve the goals of the building and district.
- 5. On two half day afternoons during secondary exams (one first semester and one second semester as designated on the negotiated calendar) building teams will meet for one hour and elementary grade level teams will meet for 2 hours. 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, and Curriculum Director, and Superintendent
- 6. Elementary Team Leaders will meet together as needed not to exceed once per month or one hour in duration outside of school time. The agenda shall be shared by administration at least one day prior to the meeting. At this meeting, discussion items noted in grade level meetings will be covered in addition to other items suggested by administration. It is imperative that Team Leaders are in attendance at all scheduled meetings unless administration grants persmisson to be excused. Afterwards, Team Leaders will send the minutes of the meeting via email to team members, elementary principals, and the curriculum director.
- 7. Elementary Team Leaders shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.
- 8. During the last month of the school year, Elementary Team Leaders will meet with administration to review department goal accomplishment and to discuss other pertinent topics. The degree to which the Elementary Team Leaders complete all responsibilities will also be reviewed by administration.

# B. 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. Every three years, department chairs shall be reviewed to allow different teachers leadership opportunities. The preference would be for a cycle of rotation so that the majority of members are never new.
- 2. At the beginning of the school year, The Department Chairperson will meet with the Principal to review/develop Department goals that align with the district vision/plan and other curricular/instructional initiatives.
- 3. The Department Chairperson will collaborate with the Principal to develop agenda items for department discussion. The Department Chairperson will share a meeting invitation with the Principal and their Department at least a week in advance and follow up with an agenda no later than one school day prior to the department meeting.
- 4. During the first week of each month, Department Chairpersons must hold department meetings that last at least one hour uninterrupted. Minutes, including recommendation of topics for further discussion, from the department meeting will be shared with the department members, the Principal and the Curriculum Director.
- 5. During the second week of the month, a Department Chairperson Team meeting will be held with the Principal and last no more than one hour. The agenda shall be shared by the Principal at least one school day prior to the meeting. At this meeting, discussion items noted in department meeting minutes will be covered in addition to discussing agenda items for the next full staff meeting (3<sup>rd</sup> week of the month) and any other items suggested by administrator(s). It is imperative that Department Chairpersons are in attendance at all scheduled team meetings unless the Principal grants advanced permission to be excused. Afterwards, the Department Chairperson will send the Minutes of the Leadership meeting via e-mail to their department members, the Principal, and Curriculum Director.
- 6. Curricular and instructional responsibilities of Department Chairpersons will include, but not be limited to, the following: a) supporting implementation of State Standards and best instructional practices all departments 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) 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, d) supporting the integration of technology as an instructional tool, e) participating in the development and/or adoption of new programs/instructional strategies, and f) serving on their home BLT. The Department Chair will work closely with the Director of Curriculum and Principal to achieve the goals of the building and district.

- 7. Department Chairpersons shall be compensated in accordance with provisions set forth in Appendix B-1 of this agreement.
- 8. During the last month of the school year, Department/BLT Chairpersons will meet with the Principal to review progress toward goals and to discuss other pertinent topics. The degree to which the Department/BLT Chairperson completes all responsibilities will also be reviewed by the Principal.

# C. Building Leadership Team (BLT)

- 1. A BLT offers leadership opportunities to teachers, builds community and buy-in amongst the staff, enhances communication, and shares the workload of district/BLT goals. BLTs will meet one time a month throughout the school year for no more than one hour. With 60 days prior notice, the BLT representatives will attend other paid training of two hours or more as needed.
- 2. At the elementary level, a BLT shall include a special education and specials teacher as well as a lower el, middle el, and upper el teacher. These five individuals shall be chosen by the building administrator and paid a stipend of 1.0. Grade Level Team Leaders will serve on the team in that leadership capacity as a part of that stipend. The decision to be involved with a BLT is optional for the first 5 listed positions.
- 3. At the secondary level, the BLT shall be composed of department chairs from the building as a part of the assigned duties of that stipend.
- 4. Every three years, BLT teacher representation shall be reviewed to allow different teachers leadership opportunities. The preference would be for a cycle of rotation so that the majority of members are never new. To facilitate communication and collegiality, administration and JEA will agree on a JEA representative in one of the positions designated or as an added position. Other members of the BLT shall be considered voluntary positions and will be unpaid.

# 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 their leave to recover from their 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. A member may use 10 days for the birth of a child or for adoption leave that will be paid and not taken from their sick leave accruals per birth/adoption. These days must be on scheduled work days and within the twelve (12) week FMLA period from the time of birth/adoption. With proper medical documentation, in any one (1) school year, up to thirty (30) of these days may be used for illness of their legal dependents, including their spouse or domestic partner per case, and up to fifteen (15) days for care of their mother, father, mother-in-law, father-in-law, siblings, children, son-in-law and daughter-in-law, and equivalent stepfamily members, 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 their 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 (i.e. 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, they should notify their building administrator prior to logging into the District's absence management system. The building administrator must notify the Assistant Superintendent 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, domestic partner, mother, father, children, siblings, grandchildren, and step equivalents.
- 3. Death in the Extended Family and other deaths The teacher may take up to five (5) days per death of father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece or nephew, and step equivalents. The teacher may take up to two (2) days per death of brother-in-law, sister-in-law, grandparent-in-law, and step equivalents. The teacher may use up to two (2) leave days per death to attend the functal of other persons.
- 4. When multiple staff want to attend a funeral/visitation related to a staff member or for a student in the building, administration reserves the right to limit staff gone from the building to two (2) to represent the building. If enough guest teachers are available (as determined by administration), more staff may be allowed to be out of school. Staff chosen to represent the building at the funeral/visitation will not be charged leave time.
- 5. Consideration may be given for up to five (5) additional leave days per death. Requests should be made in writing to the Assistant Superintendent with a 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. Said 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 their 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 their accumulated leave days on a proportional basis to continue to receive the difference between their wages at the point of disability and the workers' compensation benefits received for the duration of the disability or until their 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 communicable disease that requires isolation/absence 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 their accumulated leave days for a period not to exceed CDC recommendations for isolation/absence or a maximum of fifteen (15) days. Thereafter, the teacher shall use their accumulated leave days for any continuing period of illness or disability. JEA and administration will consult on cases where pregnant or immunocompromised individuals may be at particular risk due to a communicable disease within their classroom or building.
- 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 their pay as they occur after the 10<sup>th</sup> 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 \$100 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 two (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 8. Absences under this section shall be for necessary business, activities or events of a personal nature related to the family, career, legal and/or financial affairs of the teacher, which cannot be handled at any other time than during the school day, and for which the teacher is not compensated in wage, salary or kind for their personal services. Only after a red flag day has been declared (a red flag day is implemented when a threshold of 25 teachers scheduled out for the day occurs), 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.

- JEA members may "cash in" up to three (3) personal business days per year at the rate of \$150 per day. Once the days are cashed in, they will be deducted from the teacher's leave and not carry over as sick time.
- 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 their 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 a notify the school district who then requests the court either excuse them from jury duty service or delay their jury duty to a time that does not conflict with their 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 Assistant Superintendent via electronic means five (5) days in advance of taking such leave. In case of an emergency, the Association agrees to notify the Assistant Superintendent 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 Assistant Superintendent 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 follow make up procedures outlined in Article 5 item M.. 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.

## 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) their full salary and one-half (1/2) their 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.

# Unpaid Leaves of Absence

- A. Teachers may submit requests for leaves of absence without pay to the Assistant Superintendent. The requests shall be in writing via email to the Assistant Superintendent and contain a full explanation of the reasons for the leave of absence. The Assistant Superintendent will provide further instruction to teachers for whom leave is approved. 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 Assistant Superintendent shall consider the request and respond with an approval, denial, or alternative arrangement. If an alternative arrangement is offered, the teacher may accept the alternative arrangement by submitting an amendment to the original application. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave. This paragraph applies to all leaves not discussed in Section B. Return from such leaves shall be in accordance with Article 11, Section D.
- B. The Superintendent, 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 their 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 they were 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 they 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 their newborn, newly adopted, and/or critically ill child, or other household member for a period not to exceed six (6) weeks, at the election of the teacher, for any one (1) event and with proper medical documentation. 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 their professional responsibilities; provided the teacher states their 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 they 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 to return from an unpaid leave extending beyond the school year in which they initially commenced the leave, upon expiration of their leave shall be considered as an applicant for any vacancy for which they are certified and 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.

# 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. An annually adjusted tuition reimbursement cap (currently \$2,345.03) will be utilized for full time bargaining unit members in a planned degree program. This cap is calculated by finding the average cost of three (3) graduate credits at Western Michigan University, Michigan State University, and Grand Valley State University and will be announced by September 15 annually.
  - 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 15<sup>th</sup> of a given month. The request for reimbursement must be received by the 10<sup>th</sup> of a given month to be paid in that month. The bargaining unit member shall submit to the Assistant Superintendent 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.

- C. Teachers may request special consideration of payment for a non-degree seeking course. All other stipulations listed above remain. Such a request should be made to the Assistant Superintendent. Reimbursement will not be made unless the course was approved prior to its begin date.
- D. The teacher must return to employment with the Jenison School system to be eligible for any tuition reimbursement.
- E. Teachers may be granted release-time for the purpose of observation in other educational systems or attendance at in-service meetings and educational conferences. A formal request should be received from the teacher not less than five (5) school days in advance. A report will be submitted for all such days granted.
  - 1. The Board of Education shall pay registration fees for seminars, workshops, and conferences approved by the administration.
  - 2. A conference request form, which includes rationale and a list of anticipated expenses, will be submitted online for approval prior to all conferences. This form can be found on the District website under staff resources.

# 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.

#### School Calendar

- A. The school calendars, which are attached, shall consist of 181 teacher days and 175 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 (paid hourly at curriculum rate) 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, they must be under contract for a minimum of one semester 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 work days 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 elementary semester. Unreasonable delays by colleges in

- sending proof of credits or degrees should be reported to the Assistant Superintendent or their 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.
- II. 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.
- K. Previous teaching experience (as measured by years of service or salary) may be granted to newly hired teachers. The Association may request information about steps given or salary at any time.

# Insurance Protection

- A. The Board will provide MESSA PAK Plan A or C health insurance protection for the teacher, their 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, their 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 - For Employees E	Electing Health Insurance	
Health	MESSA ABC Plan 1 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 N	ot 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 Orthodonties

# PLAN C - For Employees Electing Health Insurance

Health	MESSA ABC Plan 1 (with 10% co-insurance) Annual Deductible (subject to IRS increase)	
	3 Tier 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 D - For Employees E	lecting Health Insurance
Health	MESSA ABC Plan 2 (with 10% co-insurance) Annual Deductible (for 2023 \$2,000/\$4,000 subject to MESSA increase) 3 Tier 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

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 penaltics, 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.
- 1. 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. An annual list of such payments will be provided to the JEA President upon request.
- 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 Assistant Superintendent.

# 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 by implementing evidence based programs to improve school safety and climate. A teacher may exclude a pupil for one day 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 accordance with Michigan's Snap Suspension Law. 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 administration. The teacher will clearly communicate that the student is excluded from the classroom (versus taking a break) to administration/designee. The teacher will provide documentation of the incident in writing (can be via electronic means) as promptly as their teaching obligations will allow. Administration will supply to the JEA President summary student suspension data (not student specific) upon request.
- B. A teacher should promptly report any assault arising out of the performance of the teacher's professional responsibilities at school or school-sponsored functions to their direct supervisor. Such assaults are reported to the Board annually in a school safety summary report. Designation of actions as assault may vary based on the age or categorical designation of a student. The Board will provide legal counsel to advise the teacher of their 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 dysregulated/violent student, parent, or other person while on duty in the school, or on the school premises. The teacher should supply receipts for items needing reimbursement via email to their direct supervisor. Reimbursement requests made by the 9th of any month are paid out on the 15th of the month. Any request after the 9th is reimbursed the 15th of the following month. 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 they were 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.
- G. The Board Policy, prohibiting 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

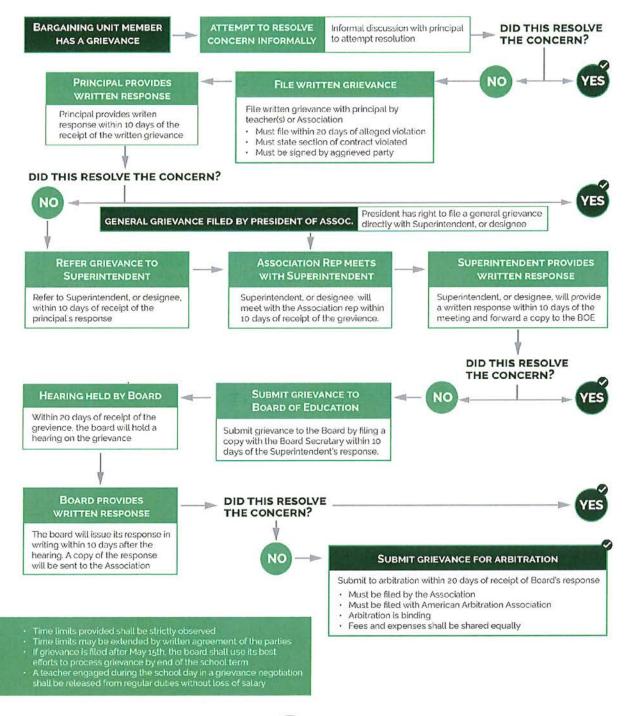
# **Grievance Procedure**

- Λ. 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 their 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 their 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.

# STAFF GRIEVANCE PROCESS





# **Negotiation Procedures**

- A. The Association shall designate one or more teachers in each school building as Association Representative(s) (A.R.s) The Principal and Association Representative(s) shall meet periodically (monthly is recommended when school is in session) 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 3:35 PM or 8:35 AM to 3:25 PM and secondary daily schedules will be from 8:00 AM to 2:50 PM.

- G. Grades will be due by 5:00 PM the evening of the fourth (4th) school day after a semester/grading term ends except for end of year grades which will be due by 5:00 PM on the sixth (6th) calendar day after the school year ends. Special consideration for extension of end of year grade submission may be granted if the teacher is gone due to a school commitment or extenuating circumstances.
- II. If determined necessary by JEA/Admin, District administrators (as appropriate by topic(s)) will meet with Elementary Association Representatives quarterly.
  - District representatives and JEA leadership will meet monthly (unless it is mutually agreed to be unnecessary) during the school year to discuss/problem solve current issues.
- I. A JEA member will be included on District committees where teachers serve as members.
- J. Split class lunches (current JH & HS model) are to be rotated; preference for B (split) lunch may be provided to a department within a building requesting such.
- K. Special education teachers shall, upon request, be furnished one (1) guest teacher per year and time designated for holiday parties in elementary buildings for record keeping, goal setting, updates and/or IEP preparation.
- L. Spanish Immersion teachers shall, upon request, be furnished two (2) half day guest teachers per year for translating, adapting curriculum, etc. It is preferred that this time be taken in conjunction with another teacher to result in a full day sub (i.e. both 1<sup>st</sup> grade teachers get morning subs to work together and then those subs cover both 5<sup>th</sup> grade teachers in the afternoon for them to work together.)
- M. The Curriculum Director, Spanish Immersion Director and Immersion teacher leaders will work together to formulate a plan to reduce the volume of translation of curriculum materials.

# Retirement Incentive

- A. An employee may apply for the provisions of this program subject to the following provisions:
  - 1. All retirements under this provision are to be effective July 1.
  - 2. Applications for retirement must be filed in writing with the Assistant Superintendent 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	l <sup>st</sup> Yearly Payment	2 <sup>nd</sup> Yearly Payment	3 <sup>rd</sup> Yearly Payment	4 <sup>th</sup> Yearly Payment	5 <sup>th</sup> 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 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. Employees eligible for step 7 only of the retirement incentive (18%) may elect to utilize the sick day buyout in Article 8 item H instead of receiving the step 7 retirement incentive payment.
- D. 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.
- E. 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 permitted.
- F. 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.

# **Duration of Agreement**

This Contract Agreement shall be effective as of September 1, 2023 and shall continue in effect until the 31st day of August, 2025. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION	BOARD OF EDUCATION		
President	President		
PN Team Chief Negotiator	Vice-President		
	Secretary		
	Trossurer		

# 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 2023-2024 members of the Bargaining Unit will receive a step on the previous year's scale and a 5% increase as reflected on attached schedules. For 2024-2025 members of the Bargaining Unit will receive a step on the previous year's scale and a 4% increase as reflected on the attached schedule.
- 2. Board Policy 4004 will govern performance based compensation.
- 3. For the 2024-2025 school year, the District will supplement teacher pay so that any teacher not making \$50,000 will remain on their current step but receive supplemental pay to reach \$50,000.

#### 2023-2024

	ВА	N	MA 2nd MA, EDS		1A, EDS
Step	Contract	Step	Contract	Step	Contract
1	\$46,117	1	\$49,808	1	\$53,496
2	\$47,271	2	\$51,053	2	\$54,833
3	\$48,452	3	\$52,329	3	\$56,204
4	\$49,663	4	\$53,635	4	\$57,610
5	\$50,905	5	\$54,978	5	\$59,051
6	\$52,178	6	\$56,351	6	\$60,526
7	\$53,483	7	\$57,761	7	\$62,039
8	\$54,819	8	\$59,204	8	\$63,591
9	\$56,191	9	\$60,685	9	\$65,182
10	\$57,596	10	\$62,201	10	\$66,810
11	\$59,034	11	\$63,756	11	\$68,481
12	\$60,510	12	\$65,351	12	\$70,193
13	\$62,024	13	\$66,985	13	\$71,947
14	\$63,574	14	\$68,660	14	\$73,746
15	\$65,161	<b>1</b> 5	\$70,376	15	\$75,588
16	\$66,792	16	\$72,135	16	\$77,481
17	\$68,194	17	\$73,650	17	\$79,106
18	\$69,626	18	\$75,198	18	\$80,768
19	\$71,088	19	\$76,776	19	\$82,465
20	\$72,582	20	\$78,388	20	\$84,195
21	\$74,106	21	\$80,034	21	\$85,965
22	\$75,662	22	\$81,715	22	\$87,767
23	\$77,252	23	\$83,431	23	\$89,612
24	\$78,872	24	\$85,184	24	\$91,495
25	\$80,528	25	\$86,973	25	\$93,416
26	\$82,219	26	\$88,800	26	\$95,378
27	\$83,946	27	\$90,663	27	\$97,382
28	\$85,707	28	\$92,567	28	\$99,426
29	\$87,508	29	\$94,511	29	\$101,515
30	\$89,347	30	\$96,496	30	\$103,646

#### 2024-2025

E	ВА		MA		IA, EDS
Step	Contract	Step	Contract	Step	Contract
1	\$47,962	1,	\$51,800	1	\$55,636
2	\$49,162	2	\$53,095	2	\$57,026
3	\$50,390	3	\$54,422	3	\$58,452
4	\$51,650	4	\$55,780	4	\$59,914
5	\$52,941	5	\$57,177	5	\$61,413
6	\$54,265	6	\$58,605	6	\$62,947
7	\$55,622	7	\$60,071	7	\$64,521
8	\$57,012	8	\$61,572	8	\$66,135
9	\$58,439	9	\$63,112	9	\$67,789
10	\$59,900	10	\$64,689	10	\$69,482
11	\$61,395	11	\$66,306	11	\$71,220
12	\$62,930	12	\$67, <del>9</del> 65	12	\$73,001
13	\$64,505	13	\$69,664	13	\$74,825
14	\$66,117	14	\$71,406	14	\$76,696
15	\$67,767	15	\$73,191	15	\$78,612
16	\$69,464	16	\$75,020	16	\$80,580
17	\$70,922	17	\$76,596	17	\$82,270
18	\$72,411	18	\$78,206	18	\$83,999
19	\$73,932	19	\$79,847	19	\$85,764
20	\$75,485	20	\$81,524	20	\$87,563
21	\$77,070	21	\$83,235	21	\$89,404
22	\$78,688	22	\$84,984	22	\$91,278
23	\$80,342	23	\$86,768	23	\$93,196
24	\$82,027	24	\$88,591	24	\$95,155
25	\$83,749	25	\$90,452	25	\$97,153
26	\$85,508	26	\$92,352	26	\$99,193
27	\$87,304	27	\$94,290	27	\$101,277
28	\$89,135	28	\$96,270	28	\$103,403
29	\$91,008	29	\$98,291	29	\$105,576
30	\$92,921	30	\$100,356	30	\$107,792

#### APPENDIX B-1

### Compensation Schedule for Supplemental Services Percentages listed are of BA step 1

Activity	Percentage-Paid
Advisory Lead: HS 1 Position	4.0
Art: Total per person annually for shows & displays	2.0
Band: Assistant Band Marching Band (included pre-camp and band camp) Assistant Marching Band (includes pre-camp and band camp) Jazz Band I Jazz Band II Winter Guard	8.0 15.0 10.0 4.0 3.0 7.0
Business: School Business Enterprise DECA (per person up to 2)	12.0 6.0
Camp: Camp Director 6th Grade Teachers Only (other than camp director) Senior Counselors (other than 6th grade teachers)	2.5 1.5 0.85
Cat Pack Advisor:	4.5
Class Sponsors (per person): Freshman Sophomore Junior Senior	2.0 2.0 4.5 4.5
Clubs (10 hours, 10 members, 10 meetings): (1 sponsor only unless prior approval of Administration is granted)	1.0
Elementary BLT Member (Article 7-C-2):	1.0
Elementary Grade Level Team/BLT Leader: (Includes Elementary Specials, Special Education and Spanish Immersion Team Leaders)	6.0
Elementary Media Center Support (1 per building)	2.0

James Coordinators	
Jasper Coordinator: Senior High	3.0
Junior High	3.0
Junior/Senior High PLC/New Teacher Coach	6.0
	\ <u>\</u>
Intramurals: Senior High	2.5
Junior High	2.5
Links (HS)	3.0
Mentor Teacher:	2.0 (1st year) 1.0 (years 2-3 if needed)
Music:	
Elementary Vocal	1.0
Elementary Choir (one per choir)	3.0
Elementary Choir Accompanist	1.5
Junior High Vocal	8.0
Assistant Vocal	8.0
Senior High Vocal (including Chamber singers)	10.0
Acafellas	3.0
System Orchestra	10.0
Assistant Orchestra	8.0
Senior High Band	10.0
Junior High Band	8.0
Novemonovi	
Newspaper: **Junior High	1.0
Senior High	3.0
Peer to Peer Leader (Junior High & Elementary one per categorical building)	1.0
Plays/Musicals Total:	28.0
Senior High Musicals (Total % per musical)	20.0
Junior High Musicals (Total % per musical)	14.0
Plays (2 Acts-Total % per play)	5.0
Plays (1 Act-Total % per play)	2.0
Run Club	i
Coordinator (One per District for Elementary)	2.0
Run Club Coach (Up to 2 per Elementary)	1.0
Safety Sponsors:	
Building Sponsors	2.5

Secondary Department/BLT Chairperson: Six or more department members (split between buildings or contained) Fewer than six members (contained to a building) 7-12 fewer than six members (split between buildings) *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 World Language, Spanish Immersion. Contained building departments are: ELA, Math, Social Studies, Science and Special Education.	6.0 4.0 5.0
Science Olympiad: Senior High Junior High Head Coach Assistant Coach (6)	6.0 7.0 2.5
Student Council: Elementary (Maximum of 2) Junior High (2) Senior High (2)	1.0 2.5 8.0
Yearbook: Senior High Junior High	7.0 2.5

Summer School Proctor: .09 % of BA step 1 per hour

**Summer School Teacher:** .10 % of BA step 1 per hour (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 per hour

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

**Professional Development Presentation Preparation**: .07% of BA Step 1 per hour (hours to be determined per instance by JEA/Administration – maximum of two (2) times the hours of the presentation) where it is not part of another stipend. Paid prep work will only be for time needed to prep outside of contract time.

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

<sup>\*\*</sup>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	<u>5</u>
Head Varsity Football (1)	17	17.5	18	18.5	19
Assistant Varsity Football (2)	10	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 Basketbalf (1 each)	0.01	10.5	11.0	11.5	12.0
Freshman Mens/Womens Basketball (1 cach)	9.0	9.5	10.0	10.5	11.0
Head Mens/Womens Varsity Bowling (2)	7.0	7.5	8.0	8.5	9.0
Head Mens/Womens Varsity Cross Country (1 each)	7.0	8.0	9.0	10.0	11.0
Assistant Mens/Womens Varsity Cross Country (1 each)	5,0	5.5	6.0	6.5	7.0
Head Mens/Womens Varsity Swim/Dive (1 cach)	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 (Leach)	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)	7.0	7.5	8.0	8.5	9.0
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 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)	7.0	7.5	8.0	8.5	9.0
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
FreshmanVolleyball (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 (Leach)	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
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 (I)	6.0	6.5	7.0	7.5	8.0
Head Mens/Womens Varsity Tennis (1 cach)	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 (Leach)	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 cach)	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
J. High 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
Jr. High Assistant Swimming (4)	3.0	3.5	4.0	4.5	5.0
Jr. High Sideline Cheerleading (2)	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
Jr. High Assistant 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
Jr. High Assistant 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
Jr. High Assistant 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 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.

Probationary teachers will be assigned a teacher as a mentor who will be paid according to the B-1 stipend. Mentors will be assigned to teachers new to the profession for years one through three (1-3) and for experience teachers new to Jenison for year one only. 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

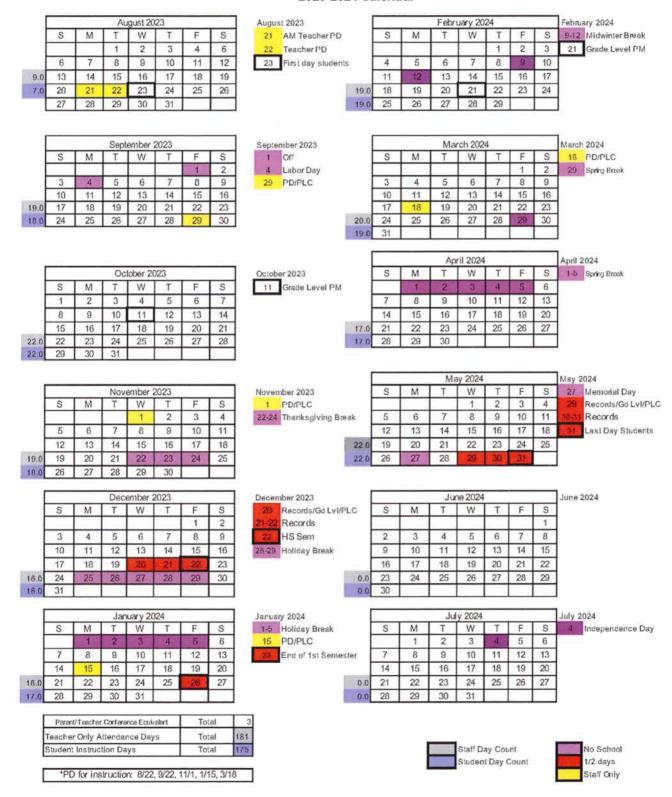
#### SPECIAL EDUCATION REFERENCES/RESPONSE TO INTERVENTION (RTI)

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.

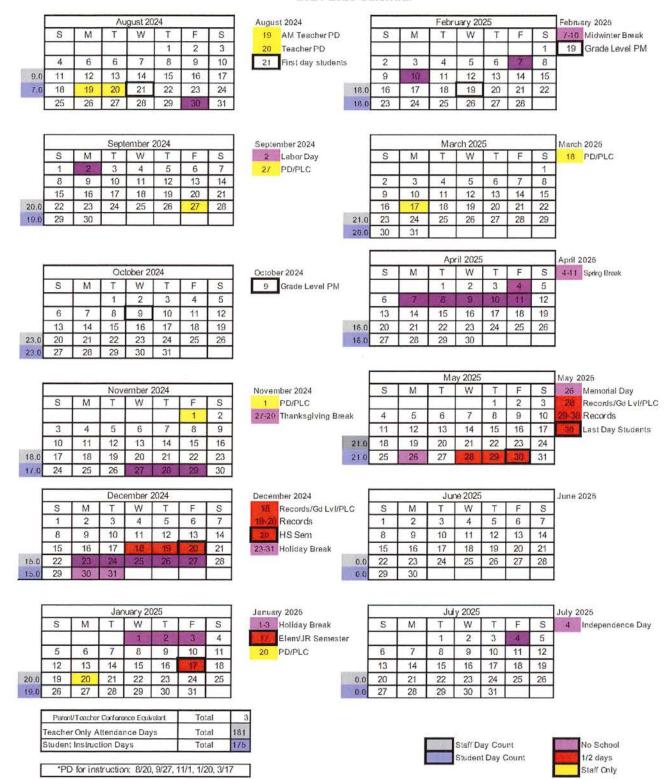
#### 2023-2024 Calendar

#### Jenison Public Schools 2023-2024 Calendar



#### 2024-2025 Calendar

#### Jenison Public Schools 2024-2025 Calendar



#### Letters of Agreement

Letter of Agreement

between the

Jenison Public Schools Board of Education

and the

Jenison Education Association

Re: Retirement Incentive Extension for Shelly Eddington

The parties agree and acknowledge as follows:

- In consideration of the fact that Shelly will receive a 2.98% raise instead of the stipulated 3% due
  to maxing steps on the salary schedule, Shelly will be given an additional year on the retirement
  incentive listed in Article 21. For instance, Shelly 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.

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#### 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.

Linux Mydigar			
	5/7/21	RHE UMLIGHTE	5/26/2
For the Board	Date	For the JEA	Date

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

Re: Advisory Year Three

The parties agree and acknowledge as follows:

- 1. Year one (2021-2022) of Advisory was implemented with a Letter of Agreement. The parties agreed to mostly the same (with modifications) for year two (2022-2023). Year three will utilizing the year two model (see below).
- 2. For year two, the HS staff chose to remove math teachers from the responsibility of owning an advisory group so they could better accommodate the volume of students coming to visit for help during this time. This one-year trial will resume for 2023-2024.
- 3. For the 2022-2023 school year, Advisory overages for the junior high were calculated as they were in the 2021-2022 school year. This will continue for 2023-2024.
- 4. The current Master Agreement has **student** maximums of 150 students per day for most high school teachers. Exceptions to this include PE at 195 per day and vocal/instrumental music at 250 per day. There is the potential for staff to have over the above mentioned limits on "Advisory days." After the drop/add period ended for the fall of 2022, the average number of students per high school advisory class for 2021-2022 was compared to the average for the 2022-2023 year. The parties agreed that the high school 2021-2022 average was 19.6 (20). The parties further agreed that the 2022-2023 average was 22.6 (23). The difference was 3 students (153 new threshold). Thus, high school teachers were paid an overage for each student starting with student 154. The increase in average size was added to the 150 maximum to create a new threshold of 153. Teachers were paid overages starting with student 154. For the 2023-2024 year, and under these circumstances only, \$1 per student per Advisory period will be paid as a stipend for any overage that exceeds the new threshold (153). Overages are calculated based upon students scheduled into the Default Advisory class. Students requested for Wave 1 or Wave 2 do not count toward an overage. If the number of students diminishes, so will the stipend until the contractual limit per day on Advisory days is reached. The overage clause will not apply to "regularly scheduled" classes. Overages can only be implemented as a result of Advisory period.
- 5. Due to changes in oversight from MDE, credit recovery teachers must now be appropriately content certified. A math teacher will continue to be the credit recovery teacher. One teacher each with a broad social studies endorsement, broad science endorsement, and an English endorsement will be paid "sub during prep" rate (\$32.28) per advisory period to be available to see credit recovery students.
- 6. The parties agree to meet as needed to discuss the Advisory program, any proposed changes to the program, and any necessary updates to this letter.
- 7. This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed and bargained as a part of negotiations.

Will Philips 9/18/3 Rate Markette 9/18/23
For the Board Date For the JEA Date

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

Re: Leave Days for the Birth or Adoption of a Child

The parties agree and acknowledge as follows:

- The current Master Agreement provides 10 leave days (not taken from accruals) for the birth or adoption of a child (Article 9, A1).
- This letter further clarifies that those 10 days will be prorated for part-time employees as is all other leave time (for instance, a .6 employee would have 6 days available to use).
- It is also clarified that the days may not be "split." Any portion of a work day that is taken for the birth or adoption of a child counts as a "day,"
- If one of the planned days under Article 9, A1 becomes a non-school day (e.g. a snow day), that day will not count toward the ten days of leave."
- This constitutes the entire understanding of the parties and is not to be deemed precedent setting. The practice will be reviewed and bargained as a part of negotiations,

Date For the JEA Date