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8/31/96  
Extended  
8/31/97  
attached

PROFESSIONAL NEGOTIATION AGREEMENT  
BETWEEN THE

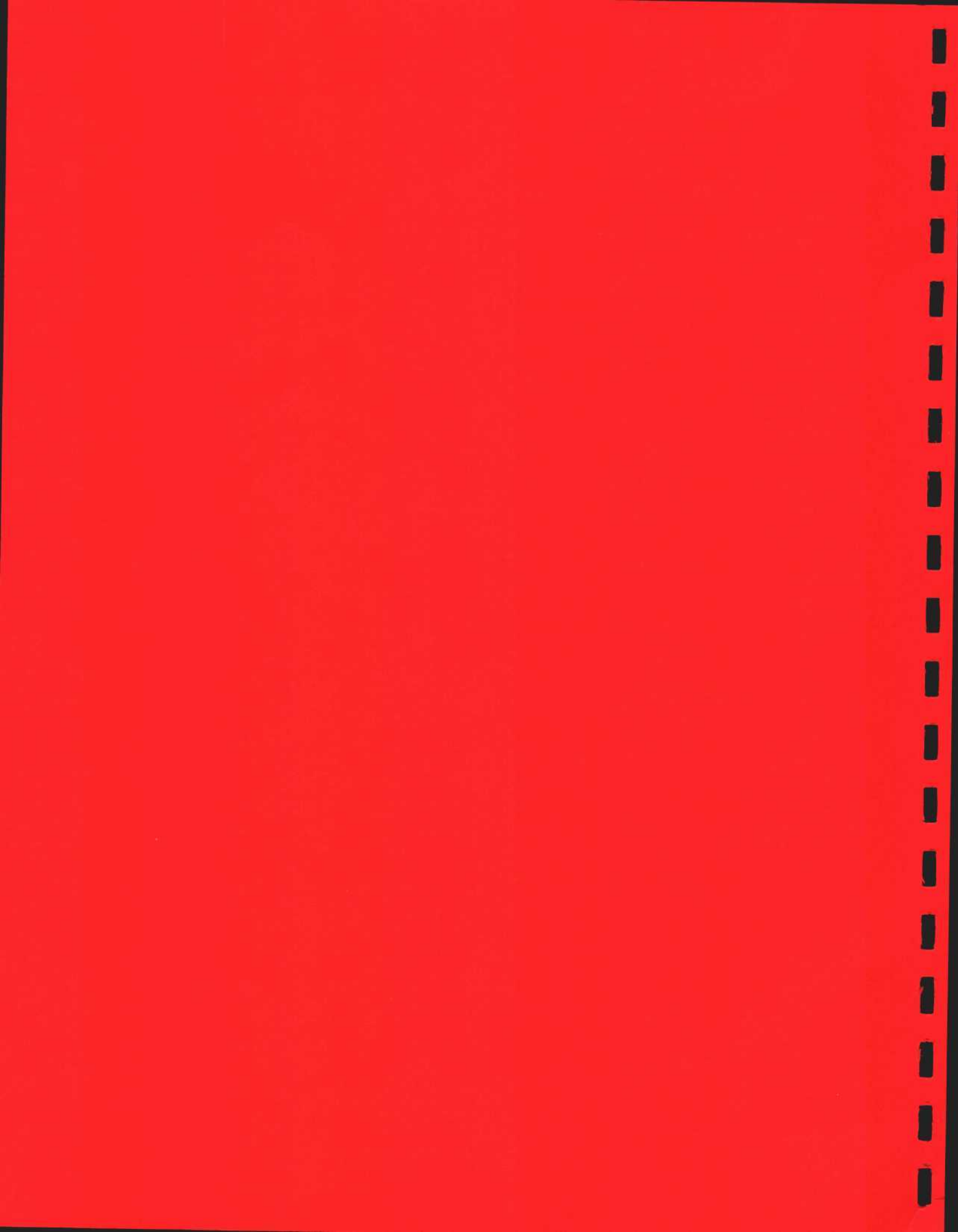
**JENISON PUBLIC SCHOOL DISTRICT**

AND THE

**JENISON EDUCATION ASSOCIATION  
MEA & NEA**

*Jenison Public School District*

SEPTEMBER 1, 1994-AUGUST 31, 1996



**ELEMENTARY SCHOOL CALENDAR 1996-97**

<b>August 26</b>	<b>Teacher Orientation</b> No School For Students
<b>August 27</b>	<b>School Begins</b> 1/2 Day A.M. Session For Students
<b>August 30 &amp; September 2</b>	<b>Labor Day Recess</b> No School
<b>October 18</b>	<b>No School</b>
<b>November 8</b>	<b>End of 1st Marking Period</b>
<b>November 28 &amp; 29</b>	<b>Thanksgiving Recess</b> No School
<b>December 20</b>	<b>Holiday Recess</b> 1/2 Day A.M. Session For Teachers & Students
<b>December 23-January 1</b>	<b>Holiday Recess</b> No School
<b>January 17</b>	<b>End of 1st Semester-Records Day</b> 1/2 Day A.M. Session For Students
<b>February 20</b>	<b>Mid-Winter Recess</b> 1/2 Day A.M. Session For Teachers & Students
<b>February 21 &amp; 24</b>	<b>Mid-Winter Recess</b> No School
<b>March 21</b>	<b>End Of 3rd Marking Period</b>
<b>April 4-April 11</b>	<b>Spring Recess</b> No School
<b>May 26</b>	<b>Memorial Day</b> No School
<b>June 5 &amp; 6</b>	<b>End Of 2nd Semester-Records Day</b> 1/2 Day A.M. Sessions For Students

185 Teacher Days  
182 State Count Days  
179 Student Instruction Days

## JUNIOR HIGH CALENDAR 1996-97

<b>August 26</b>	<b>Teacher Orientation</b> No School For Students
<b>August 27</b>	<b>School Begins</b> Full Day Session For Students
<b>August 30 &amp; September 2</b>	<b>Labor Day Recess</b> No School
<b>October 8</b>	<b>Parent/Teacher Conferences Afternoon &amp; Evening</b> 1/2 Day A.M. Session For Students
<b>October 10</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Session For Students
<b>October 14</b>	<b>Parent/Teacher Conferences Afternoon &amp; Evening</b> 1/2 Day A.M. Session For Students
<b>October 18</b>	<b>No School</b>
<b>November 1</b>	<b>End Of 1st Marking Period</b>
<b>November 28 &amp; 29</b>	<b>Thanksgiving Recess</b> No School
<b>December 20</b>	<b>Holiday Recess</b> 1/2 Day A.M. Session for Teachers & Students
<b>December 23-January 1</b>	<b>Holiday Recess</b> No School
<b>January 17</b>	<b>End Of 1st Semester-Records Day</b> 1/2 Day A.M. Session For Students
<b>February 11</b>	<b>Parent/Teacher Conferences Afternoon &amp; Evening</b> 1/2 Day A.M. Session For Students
<b>February 13</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Session For Students
<b>February 17</b>	<b>Parent/Teacher Conferences Afternoon &amp; Evening</b> 1/2 Day A.M. Session For Students
<b>February 20</b>	<b>Mid-Winter Recess</b> 1/2 Day A.M. Session for Teachers & Students
<b>February 21 &amp; 24</b>	<b>Mid-Winter Recess</b> No School



<b>March 21</b>	<b>End Of 3rd Marking Period</b>
<b>April 4-11</b>	<b>Spring Recess</b> No School
<b>May 26</b>	<b>Memorial Day</b> No School
<b>June 6</b>	<b>End of 2nd Semester-Records Day</b> 1/2 Day A.M. Session For Students

185 Teacher Days  
182 State Count Days  
178 Student Instruction Days

## SENIOR HIGH SCHOOL CALENDAR 1996-97

<b>August 26</b>	<b>Teacher Orientation</b> No School For Students
<b>August 27</b>	<b>School Begins</b> Full Day Session For Students
<b>August 30 &amp; September 2</b>	<b>Labor Day Recess</b> No School
<b>October 18</b>	<b>No School</b>
<b>November 1</b>	<b>End Of 1st Marking Period</b>
<b>November 28 &amp; 29</b>	<b>Thanksgiving Recess</b> No School
<b>December 20</b>	<b>Holiday Recess</b> 1/2 Day A.M. for Teachers & Students
<b>December 23-January 1</b>	<b>Winter Recess</b> No School
<b>January 15, 16 &amp; 17</b>	<b>End Of 1st Semester-Records Day</b> 1/2 Day A.M. Sessions For Students
<b>February 21 &amp; 24</b>	<b>Mid-Winter Recess</b> No School
<b>March 21</b>	<b>End Of 3rd Marking Period</b>
<b>April 4 - 11</b>	<b>Spring Recess</b> No School
<b>May 26</b>	<b>Memorial Day</b> No School
<b>June 4, 5, &amp; 6</b>	<b>End of 2nd Semester-Records Day</b> 1/2 Day A.M. Sessions For Students

185 Teacher Days  
182 State Count Days  
178.5 Student Instruction Days

August 26	1st Annual Banquet
August 27	2nd Annual Banquet
August 28 & 29	3rd Annual Banquet
September 1	4th Annual Banquet
September 12	5th Annual Banquet
September 23 & 24	6th Annual Banquet
October 1	7th Annual Banquet
October 10	8th Annual Banquet
October 23 & 24	9th Annual Banquet
January 12 & 13	10th Annual Banquet
January 21 & 22	11th Annual Banquet
February 7	12th Annual Banquet
February 11	13th Annual Banquet
February 21	14th Annual Banquet
March 12 & 13	15th Annual Banquet

Secretary  
 Treasurer  
 President



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**PROPOSED JENISON EDUCATION ASSOCIATION CONTRACT**

**1994-95/1995-96**

This agreement entered into this 1st day of September 1994 by and between the Jenison Education Association, hereinafter called the "Association," and the Jenison Public School District, Jenison, Michigan, hereinafter called the "Board." The signatories shall be the sole parties of this Agreement.

**PREFACE:**

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

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

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

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

**ARTICLE 1**

**Recognition**

- A. The Board agrees to recognize the Association as the sole and exclusive bargaining representative for all professional teaching staff under contract, exclusive of administrative personnel, substitute teachers, supervisors, school social workers and school psychologists.
- B. The terms "teacher" or "employee," singular or plural, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the bargaining unit as defined above, and references to one gender shall include the other gender.

## ARTICLE 2

### **Association and Teacher Rights**

- A. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purposes of engaging in collective bargaining or negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher rights he may have under the Michigan General School Laws. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. The Association shall have the right to use the school buildings. Permission must be obtained from the Director of Community Services, and the same rules and regulations will apply to the Association as to other community groups. The JEA will not be charged for rental use when there is a custodian on duty in the building.
- D. The provisions of this Agreement shall be applied without regard to sex, marital status, race, color, national origin, religion, age, or handicap. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
- E. The Association shall have the right to use the facilities and the office, audio-visual, and business equipment in the school buildings at reasonable times when such facilities and equipment are not otherwise in use. The Association shall furnish or pay for the reasonable cost of all materials and supplies incidental to such use and will be responsible for the cost of repairs or any damage or loss directly attributable to inappropriate or improper use, and provided further that such repair or loss is not covered by insurance, warranty, and/or service agreements.
- F. The Board agrees to furnish to the Association, in response to reasonable requests, all available public information concerning the financial resources of the district as will assist the Association in developing intelligent, accurate, informed and constructive proposals on behalf of the teachers.



### ARTICLE 3

#### **Management Rights and Responsibilities**

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

## ARTICLE 4

### **Professional Dues or Fees and Payroll Deductions**

- A. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Board an assignment authorizing deduction of Professional Dues in the Association, which sum shall be established by the Association. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-fifteenth (1/15th) of such dues from fifteen (15) regular salary checks of the teacher.
- B. Bargaining unit members shall, as a condition of employment, within thirty (30) calendar days of the beginning of their employment, or by October 1, whichever is later:
1. Join the Association and authorize deduction of membership dues pursuant to Section A above, or
  2. Pay a service fee to the Association equivalent to the amount of dues uniformly required of the members of the JEA/MEA/NEA, less any amounts not permitted by law. The bargaining unit member may authorize payroll deduction for such fee. In the event that the bargaining unit member shall not pay such service fee directly to the Association or authorize payment through payroll deduction, the Board shall, pursuant to statutory authority and at the request of the Association, deduct this service fee from the bargaining unit member's wages and remit same to the Association. Payroll deductions made pursuant to this provision shall be made in equal amounts, as nearly as may be, from the paychecks of each bargaining unit member. Monies so deducted shall be remitted to the Association along with the dues deducted from Association members. Should there be an objection to the proper amount of the service fee to be deducted, the teacher must exhaust the internal procedures of the Association for review of such objection prior to pursuing any other procedure for contesting the amount of the fee. The amount of the service fee is not subject to the grievance procedure or the arbitration provisions of this Agreement.
- C. With respect to all sums deducted by the Board pursuant to authorization of the employee, whether for professional dues or representation benefit fee, the Board agrees promptly to disburse said sums to the Association. The Association agrees to hold the Board harmless from any action growing out of these deductions and assumes full responsibility for the disposition of all funds turned over to the Association or the designated agency of the Association.
- D. The Association agrees to assume the legal defense of any suit or action brought against the Board regarding Sections A through C of this Article of the Collective Agreement. The Association further agrees to indemnify the Board for any costs or damages which may be assessed against the Board as the result of said suit or action; subject, however, to the following conditions:
1. The damages have not resulted from the negligence, misfeasance, or malfeasance of the Board or its agents.

2. The Association, after consideration with the Board, has the right to decide whether to defend any said action or whether or not to appeal the decision of any court or other tribunal regarding the validity of the section or the defense which may be assessed against the Board by any court or tribunal.
  3. The Association has the right to choose the legal counsel to defend any said suit or action.
  4. The Association shall have the right to compromise or settle any claim made against the Board under this section.
- E. Upon appropriate written authorization from the teacher, the Board shall deduct from the salary of any teacher, and make appropriate remittance for annuities, credit union, savings bonds, city income taxes as appropriate or any other plans or programs jointly approved by the Association and the Board. Direct deposit of payroll checks is available to 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.
- F. The Board will provide payroll deduction for participation in tax sheltered annuity plans which have at least ten (10) teachers enrolled. Applications for payroll deduction for such plans will be accepted during the months of January, April, July, and October. Annuity participation is subject to IRS guidelines.

## ARTICLE 5

### **Teaching Hours and Conditions**

- A. The Board agrees at all times to maintain a list of substitute teachers. Teachers shall be informed of a telephone number they must call before 7:00 a.m. to report unavailability for work. Once a teacher has reported unavailability, it shall be the responsibility of the Administration to arrange for a substitute teacher. The use of regular teachers as substitute teachers shall be avoided whenever possible. Whenever a classroom teacher is asked by an Administrator to forfeit his/her planning period to take over a class for another teacher, he/she shall be compensated at the rate of .07% of the BA Base per period forfeited.
- B. Elementary teachers are to be in their respective buildings from 8:25 a.m. to 3:30 p.m. Secondary teachers are to be in their respective buildings from 7:45 a.m. to 3:05 p.m. The starting and ending times of the school day at the respective buildings may be adjusted earlier or later by not more than thirty (30) minutes in the same direction by the Administration in such a manner that the length of the school day as stipulated in this article is not exceeded. An adjustment in excess of thirty (30) minutes may be made with the consent of a majority of the teachers in the respective building.
- C. A teacher shall request permission from his/her building administrator or designee to leave earlier than the time set forth in Part B. The administrator may require the request confirmed in writing.
- D. Teachers are encouraged to remain for a sufficient period after the close of the normal school day to attend to those matters which properly require attention at that time, including consultations with parents and students, when scheduled directly with the teacher, except that on days preceding holidays or vacations, the teachers' day shall end at the close of the pupils' day.
- E. In the junior and senior high a normal teaching load shall consist of five (5) classes in a six (6) period day or six (6) classes in a seven (7) period day. One (1) period in the teaching day shall be for planning and preparation, and working with students and parents. If, with the consent of the teacher, this period is used for teaching on a permanent basis, the teacher shall be paid one-sixth (1/6) of his/her step pay for the remaining days under the contract.
- F. All teachers shall be entitled to a duty-free uninterrupted lunch period of a minimum of thirty (30) minutes in the secondary and forty-five (45) minutes in the elementary.
- G. Elementary classroom teachers will receive a guaranteed minimum of one hundred and twenty (120) minutes preparation time each week during which time their classes will receive instruction from various teaching specialists. The regular classroom teacher may use for preparation all time during which their classes receive instruction from various teacher specialists. In the event that art, music, or physical education is eliminated in one or more elementary buildings, those teachers so affected will continue to receive a minimum of one hundred and twenty (120) minutes preparation time each week.



- H. Elementary special teachers shall have a minimum of one hundred and twenty (120) minutes of preparation time per week in time periods of not less than twenty (20) 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.
- I. Teachers shall be required to attend faculty meetings and conferences as prescribed by the Administration. Faculty meetings will be held on Mondays or Tuesdays and will take precedence over all other meetings. Except in case of emergency, notification of such meetings shall be given by the last school day of the preceding week. Faculty meetings shall begin within fifteen (15) minutes after the end of a normal school day. Teachers shall not be required to remain beyond one (1) hour after the meeting begins. This does not apply to early dismissal or abbreviated school days.
- 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. Attendance at parent/teacher conferences and open house shall be required unless an emergency or conflict arises, and this must be discussed with the Director of Personnel, who may excuse a teacher or counselor if circumstances warrant. If the conferences are to be rescheduled at a different time, the teacher or counselor should make an effort to have another professional employee present in the building during these conferences.
- 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 are an important aspect of an effective educational program, time for such conferences shall be scheduled in the school calendar according to Appendix C.
- Part-time and tandem teachers are expected to attend all parent/teacher conferences at which parents of any of their students may be expected to attend.
- N. Upon the request of the Association, vending machines shall be installed in the teachers' lounge. The proceeds from all such machines shall be placed in the Jenison Education Association Scholarship Fund. Said scholarship fund shall be administered by the Association.

- O. Part-time teachers will receive a proportionate amount of paid preparation time per class section taught as is received by a full-time teacher per class period taught.
  
- P. 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.

## ARTICLE 6

### **Class Size**

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

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

1. Elementary Maximum:

Pre-K            22 - with two hour aide time per session

K-1              28

2-6              30

Gifted and Talented - 125 case load per FTE teacher.

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

1 over - half-time assistant

2 over - full-time assistant

2. Secondary 7-12:

a. 150 students per day, except in vocal and instrumental music the maximum shall be 250 per day and in physical education the maximum shall be 195 per day.

b. No more than twenty-two percent (22%) of the secondary maximums shall be assigned to any given class period.

c. Part b above shall not apply to vocal and instrumental music.

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

B. The use of teacher assistants assigned to a building will be worked out between the teachers in that building and the Administration. (See Administrative Policy No. 4212.6).

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

D. Elementary teachers, except Rosewood, shall not be required to teach a split grade assignment two (2) years in a row. A split class shall not have more students assigned than the smallest class involved at the grade levels in that school that comprise the splits. A split grade class shall not have more than twenty-five (25) students assigned.

## ARTICLE 7

### **Department Chairperson**

- A. The teachers in all departments in the junior and senior high school shall have a department chairperson. The department chairperson will be appointed by the building principal from year to year. The department chairperson should hold the status of tenure. There shall be a department chairperson in the following departments at the junior high and senior high school levels:

Guidance  
English  
Mathematics  
Social Studies  
Science  
Special Education

All other areas will be part of 7-12 departments as assigned.

- B. The departments will conduct a minimum of one (1) meeting per month. Minutes of the meetings will be in writing with a copy to the principal.
- C. The department chairperson will be a representative of the department staff. The department chairperson's duties are as follows:
1. Coordinate all department activities.
  2. Provide professional leadership for curriculum development on an educationally sound basis that is consistent with the school philosophy. The final adoption of any program will be required to be submitted in writing and contain the basis rationale for its adoption, course description, course objectives, course outline, a listing of all reference materials and equipment required for the course, and an itemized listing of the estimated expense involved.
  3. Call all required meetings.
  4. Requisitions must be approved and submitted by the department chairperson.
  5. Field trips must be approved and submitted through the department chairperson.
  6. Conferences must be approved and submitted through the department chairperson. This does not include personal business leave or other types of excused or unexcused absenteeism.
  7. Maintain an up-to-date inventory of departmental equipment.

8. The department chairperson shall not formulate or be responsible for the evaluation of a staff member and no such document shall be maintained in the staff member's personnel file. However, the building principal following verification through an independent investigation may at his/her discretion incorporate in an evaluation conducted by him/her any information voluntarily supplied by the department chairperson.
  9. It is imperative that department chairpersons be in attendance at all scheduled meetings for department chairpersons unless he/she received advance permission to be excused.
- D. Department chairpersons shall be compensated in accordance with provisions set forth in Appendix B-1 of this Agreement without deviation.



## ARTICLE 8

### **Professional Qualifications and Assignments**

- A. Teachers shall not be assigned outside the scope of their teaching certificates and/or their major or minor field of study except temporarily and for good cause, and the Association shall be notified in each instance. Temporary shall be defined for purposes of this Article as not to extend beyond the current school year.
  
- B. All teachers shall be given written notice of their schedules, including building, subject and specific courses and/or grade level, for the forthcoming year no later than the preceding first day of July. In the event that changes in such schedules are proposed, all teachers affected shall be notified and consulted promptly. In no event will changes in teachers' schedules be made later than the first day of August preceding the commencement of the school year, unless an emergency situation requires same, and the teacher and the Association shall be notified in each instance. In the event of any change after the first of August, the Administration will make a reasonable effort to see that this change is mutually agreed to.
  
- C. 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. Preference in making such assignments will be given to tenure teachers regularly employed in the district.

## ARTICLE 9

### **Vacancies, Promotions and Transfers**

- A. A position is defined as a designated assignment of grade level(s) and/or subject area(s) to be taught by a teacher. A vacancy is defined as a position which is unassigned due to termination, resignation, retirement, acceptance of a vacant position by a teacher, the creation of a new position, or an extended leave of absence beyond one year.

No vacancy exists in these elementary school situations:

When a teacher with a split class assignment during the previous school year is assigned to a non-split class at either grade level which comprised the split; or

When a teacher with a non-split assignment during the current school year is assigned to a split class involving the same grade level.

No vacancy exists in the secondary schools if a teacher is assigned a position within the same department(s) as the teacher taught during the previous year. At the secondary level, an additional section which is not a part of any other full-time position and which could return a part-time teacher to full-time status, will not be combined with any other part-time position, but will be added to an existing part-time position to increase the position to full-time status, provided the teacher is certified and qualified to teach the section and the section can be taught at the scheduled time in the building.

No vacancy shall exist after August 1 of each year, unless created by the resignation of an existing staff member.

- B. Whenever a vacancy arises, the Superintendent shall promptly notify the Association and post notice of same in the Board "Communique" and on a bulletin board in each school building for no less than one (1) week before the position is filled. When vacancies occur before August 1, when regular school is not in session, the following procedure, in addition to the procedures heretofore outlined, shall be followed:
1. Should a vacancy occur, the teachers who have expressed an interest in said position or a similar position shall be contacted by the Personnel Office or Director and notified personally or by certified mail of the vacancy.
  2. The teachers so notified shall have the responsibility of contacting the Personnel Office or Director indicating their interest in said position within three (3) days of notification.
- C. The Board declares its support of a policy of filling vacancies from within its own teaching staff. Teachers who apply for bargaining unit vacancies shall be given first consideration for such assignments if they are properly certified and meet the qualifications as stated for the job. If no bargaining unit member meets the foregoing criteria the district will consider applicants from outside the bargaining unit.

- D. The Association recognizes that when vacancies occur during the school year it may be difficult to fill them from within the district without undue disruption to the existing instructional program. If the Superintendent so determines, such a vacancy may be filled on a temporary or tentative basis until the end of the current year, at which time the position will be considered vacant.
- E. The Board recognizes that it is desirable in making assignments to consider the interests and aspirations of its teachers. Requests by a teacher for transfer to a different class, building, or position shall be made in writing on forms furnished by the Board, one copy of which shall be filed with the Superintendent and one copy of which shall be filed with the Association. The application shall set forth the reasons for transfer, the school, grade or position sought and the applicant's academic qualifications. Such requests shall be valid for one (1) year.
- F. Each staff member will fill out a writ of intent by March 1 to the Association and then to be referred to the Superintendent. Any staff member leaving the school system shall notify the Superintendent on or before July 1 of the coming school year. When a teacher decides not to renew his contract, he is requested to notify the Administration at the earliest convenient date.
- G. Coaching vacancies shall be filled on the basis of the experience, qualifications, competency, and other relevant factors. Any new positions shall be posted with accompanying job descriptions.

## ARTICLE 10

### **Illness, Disability and Bereavement**

- A. At the beginning of each school year, each teacher shall be credited with ten (10) days of leave, the unused portion of which shall accumulate to one hundred seventy (170) days. The leave days may be taken by a teacher for the following reasons and subject to the following conditions:
1. Personal Illness or Disability - The teacher may use all or any portion of his/her leave to recover from his/her own illness or disability. In any one (1) school year, up to ten (10) of these days may be used for illness of his/her legal dependents residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household, when critically ill or when the physical presence of the teacher is medically necessary at times which conflict with his/her teaching duties.
  2. Death in the Immediate Family - The teacher may take up to ten (10) days per death. Immediate family shall be interpreted as husband, wife, mother, father or children. The teacher may take up to five (5) days per death of brother, sister, grandchild, father-in-law, mother-in-law, son-in-law, daughter-in-law or grandparent. The teacher may take up to two (2) days per death of brother-in-law, sister-in-law, and grandparent-in-law.
  3. Other deaths - The teacher may take up to one (1) day per death to attend the funeral of other persons.
- B. The Board shall furnish each teacher with a written statement at the beginning of each school year setting forth the total of his/her sick leave credit.
- C. The Board may request a doctor's certificate or, at the Board's expense, require a teacher to submit to a physical or mental examination conducted by an appropriate specialist selected by mutual agreement of the teacher and the superintendent, or his/her designee, from a list of seven (7) specialists obtained through the Physician Referral Services of Blodgett or Butterworth Hospitals to determine whether sick leave is warranted.
- D. A teacher who is unable to teach because of personal illness or disability, and who has exhausted all sick leave available, shall be granted a leave of absence without pay for the duration of such illness or disability, up to one (1) year. Upon written request, the Board, at its discretion, may grant an extension of one (1) additional year's leave.
- E. A teacher absent due to an illness or injury compensable under the Michigan Workers Compensation Act shall be paid the difference between his/her salary at the point of disability and the workers compensation benefits received without charge against the teacher's accumulated leave days for a period not to exceed ninety (90) teacher work days.

Thereafter, the teacher shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her salary at the point of disability and the workers compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever occurs first. The additional compensation

and proportional use of leave days described in this section are payable only if such compensation is valid by law and will not reduce the amount of compensation received by the teacher from the Workers Compensation insurance carrier.

- F. A teacher absent due to a case of mumps, measles, chickenpox or scarlet fever contracted from contact with a source in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) days. Thereafter, the teacher shall use his/her accumulated leave days for any continuing period of illness or disability.
- G. For new teachers or teachers with no accumulated days, the ten (10) days of leave is earned at the rate of one (1) day per month for ten (10) months. A teacher may be ill without loss of pay at any time within a school year, the number of days absent beyond the number of months worked will be deducted from his/her last pay.
- H. All accumulated leave shall terminate upon severance of employment.



## **ARTICLE 11**

### **Personal and Association Leave**

- A. Teachers will be allowed one (1) day leave each year for personal business reasons. This day shall be non-cumulative from year to year and will not be deducted from sick leave. However, if the day is not used during the school year, it shall accumulate as an additional leave day under the provisions of Article 10. Absences under this section shall be for necessary business, activities or events of a personal nature related to the family, career, legal and/or financial affairs of the teacher, which cannot be handled at any other time than during the school day, and for which the teacher is not compensated in wage, salary or kind for his/her personal services. Except in cases of emergency, notification of intent to use the day should be made in writing to the Director of Personnel at least two (2) days in advance. No day shall be used to extend a vacation or recess period.
  
- B. Any teacher called for jury duty during school hours, or who is subpoenaed to testify during school hours in any judicial or administrative matter, or who shall be asked to testify in any arbitration or fact-finding shall be paid his/her full salary for such time spent on jury duty or giving testimony less any money received from such services, not including travel allowances or reimbursement of expenses. The teacher shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.
  
- C. At the beginning of every school year, the Association shall be credited with twelve (12) days to be used by teachers who are officers or agents of the Association, such use to be at the discretion of the Association. The Association agrees to notify the Board no less than five (5) days in advance of taking such leave.

## ARTICLE 12

### **Sabbatical Leave**

- A. Teachers who have been employed for seven (7) consecutive years by the Board may be granted a sabbatical leave for up to one (1) year. It is agreed that professional improvement includes, but is not limited to: attending a college, university or other educational institution.
- B. To qualify for such sabbatical leave, a teacher must hold a continuing or professional teacher certificate.
- C. During said sabbatical leave, the teacher shall be considered to be in the employ of said Board, shall have a contract and be paid one-half (1/2) his/her full salary and one-half (1/2) his/her full insurance benefits; provided, however, the Board shall not be held liable for death or injuries sustained by any teacher while on sabbatical leave.
- D. A teacher returning from sabbatical leave shall be restored to his/her teaching position or to a position of like nature, seniority, status and pay. (See Board Policy 0392)

## ARTICLE 13

### **Unpaid Leaves of Absence**

- A. Teachers may submit requests for leaves of absence without pay to the Superintendent. The requests shall be in writing on the application provided and contain a full explanation of the reasons for the leave of absence. The Superintendent shall consider the request and respond with an approval, denial, or alternative arrangement. If an alternative arrangement is offered, the teacher may accept the alternative arrangement by submitting an amendment to the original application. Upon return from such leave, the teacher shall be placed at the same position on the salary schedule to which the teacher was entitled for the next school year at the effective date of the leave. This paragraph applies to all leaves not discussed in Section B. Return from such leaves shall be in accordance with Article 13, Section D.
- B. The Superintendent shall grant a leave of absence upon the submission of a request by a teacher for a leave of absence for the following reasons and under the following conditions:
1. The teacher is unable to teach because of personal illness/disability and has exhausted all sick leave available. This leave shall be granted for the duration of the illness or disability up to one (1) year. Upon written request, the Superintendent, at his/her discretion, may grant an extension of one (1) additional year's leave. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 20, Section D)
  2. The teacher is inducted or enlists for military duty in any branch of the United States Armed Forces. Upon return from such leave the teacher shall be placed on the salary schedule as if he/she had taught in the district during the period of the leave. Rights granted under this section will be terminated upon any voluntary extension of such military leave.
  3. The teacher is serving as an officer of the Jenison Education Association, the Michigan Education Association, or the National Education Association. Upon return from such leave the teacher shall be placed on the salary schedule one (1) step above his/her highest previous salary step.
  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 placed on the salary schedule one (1) step above his/her highest previous salary step.
  5. The teacher is providing care for his/her newborn, newly adopted, and/or critically ill child for a period not to exceed six (6) weeks or for the remainder of the school year, at the election of the teacher, for any one (1) event. Upon approval of the Superintendent, a teacher may extend the six (6) week leave period to the next vacation or academic break in the school calendar. Upon return from such leave the teacher shall be placed at the position on the salary schedule to which he/she was entitled for the next school year at the effective date of the leave. (See Article 20, Section D)

C. The following leaves shall be granted for a maximum of two (2) years upon application and approval of the Superintendent: The teacher is participating in exchange teaching programs in other school districts, states, territories or countries; foreign or military teaching programs; the Peace Corps, Teacher Corps or Job Corps as a full-time participant in such programs; or a university teaching exchange, cultural, travel or work program related to his/her professional responsibilities; provided the teacher states his/her intentions to return to the school system. Upon return from such leaves the teacher shall be placed on the salary schedule as if he/she had taught in the district during such period.

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

1. All leaves of absence shall not be extended unless expressly approved by the Superintendent.
2. Except in emergencies which preclude such notice, the Superintendent shall be provided notice of request for leave thirty (30) days in advance.
3. All leaves shall be for the remainder of the school year and/or a full school year unless otherwise expressly approved by the Superintendent or specified by the terms of this Article. Return from leaves specified in Section B of the Article shall be at the beginning of the school year immediately following expiration of the leave period.
4. A teacher returning to work at the beginning of the next school year from a leave which commenced during the prior school year shall be returned to the position from which he/she took leave and shall be subject to reassignment, transfer or reduction of personnel for the next school year as if he/she had remained in the position.

A teacher who desires return from an unpaid leave extending beyond the school year in which he/she initially commenced the leave, upon expiration of his/her leave shall be considered as an applicant for any vacancy for which he/she is certified and qualified. The teacher will be returned to a vacancy ahead of any less-senior teacher available for recall from layoff. A teacher will be returned to a vacancy for which he/she is certified and qualified provided the return does not result in the layoff of a tenured teacher who has been actively employed the previous school year. Refusal of a position that is not equivalent in time to a position previously held shall not affect a teacher's recall rights under this leave.

## ARTICLE 14

### **Teacher Evaluation**

We believe that an evaluation program constructively used is a valuable measure to improve the growth of all teachers if it is administered in a beneficial, reasonable and just manner. The evaluation program should be used to enhance the growth of probationary as well as tenure teachers. Evaluations should be done with a positive approach to enhance the improvement of instruction. Constructive criticism should be accepted by the teacher since the evaluator has the best interests of the students and the professional growth of the teacher in mind in the evaluation process. It will be the responsibility of the evaluator to ensure that all evaluations will be conducted and reported in a professional manner as outlined below. With these objectives in mind, the following guidelines will be used:

1. The classroom evaluation is the responsibility of the building principal or assistant principal. In cases of emergency, or if there is a need for additional opinions, the Superintendent may appoint other administrators to perform classroom evaluations.
2. Special teachers, e.g. music, art, will be evaluated by the principals of the buildings in which they serve or by an administrator designated by the Superintendent
3. Evaluations shall be based upon knowledge of subject matter, teaching methodology, classroom management/discipline, professional behavior, and continued professional development. The format for evaluation shall include the following:
  - I. Description of observed instruction.
  - II. Analysis of instruction (evaluations shall minimally include criteria listed above).
  - III. Recommendation for growth (if appropriate).
  - IV. Review of Annual Goals
  - V. Summary

Evaluations of classroom teachers will include an observation of at least thirty (30) minutes.

Evaluations of media specialists, counselors, and other professional staff who do not have classroom responsibilities shall be based on observation of work performance and/or conferences with the employee.

4. The evaluation cycle may include a pre-observation conference and will include a worksite observation, a post observation conference, and a written evaluation. The post evaluation conference and the final written evaluation shall be completed within a period of one (1) week after each classroom observation. The teacher will receive an outline or draft of the evaluation topics for review at or prior to the post evaluation conference. In a



post observation(s) conference, assistance shall be offered teachers and specific suggestions for improvement shall be given. When applicable a copy of the suggested improvements shall be included in the evaluation document. Failure to note a specific deficiency in an evaluation will be interpreted to mean that adequate improvement for that year has taken place. A series of observations held within a period of three (3) weeks or less may be considered as one evaluation, with the post conference and the written evaluation to follow the final observation in the series within one (1) week.

5. A yearly goal-oriented process will be implemented for all teachers. The process will include the following: a goal development meeting held by November 1 of the school year during which the principal and teacher set professional development goals for the school year; ongoing monitoring of goal attainment throughout the school year by the principal in cooperation with the teacher; a goal attainment review complete with a written assessment delineating progress prior to June 1.

Tenured teachers will be evaluated a minimum of once every three (3) years. This year-long process will include at least one (1) classroom evaluation cycle. All teacher evaluations will be completed prior to June 1.

6. The building principal will hold a conference with the probationary teacher(s) by October 1 to review the Individualized Development Plan (see Appendix E). The evaluation format and timelines will be discussed, a mentor teacher (see Appendix D) will be assigned, and the probationary teacher and administrator will develop professional development goals for the school year. The IDP shall be in writing, and the probationary teacher shall be given a copy.

Probationary teachers shall also be evaluated a minimum of two (2) times during the school year, the first one announced and completed prior to November 1. The second evaluation, and succeeding ones, may be announced at the principal's discretion, and must be completed by March 1. The probationary teacher's progress on the IDP shall be reviewed in the evaluation prior to March 1. In accordance with Tenure Law provisions, if the probationary teacher is evaluated only twice, these evaluations must be at least sixty (60) days apart.

7. If the teacher does not agree with the principal's evaluation, the teacher may file a separate report to be attached to the principal's evaluation. Each teacher shall have the right, upon request, to review the contents of his/her personnel file in accordance with district policy and applicable statute. If the principal keeps an accumulated file, it should be open to the teacher. A representative of the association may, at the teacher's request, accompany the teacher in the file review. The teacher has the right to file a response to any material in the file, and this response shall become a part of the personnel file.

8. Should any teacher be relieved of his/her duties as a result of the above evaluation process, the following guidelines will be observed:

- a. If a tenure teacher is dismissed from his or her duties, it is understood that he or she has full recourse to the Tenure Act. Upon investigation by appropriate committees of the Jenison Education Association, he or she may or may not have the support of the Association.

11/11/77



THE UNIVERSITY OF TEXAS AT AUSTIN  
DEPARTMENT OF EDUCATION

TRINITY PUBLIC SCHOOL DISTRICT

TRINITY EDUCATION

ASSOCIATION

THE UNIVERSITY OF TEXAS AT AUSTIN  
DEPARTMENT OF EDUCATION

*Trinity Public School District*

- b. The Board will notify the Association President of the dismissal of any probationary teacher.
  - c. The President of the Association and the Chairman of the Professional Negotiations Committee shall investigate the problem, and, if they feel the teacher has grounds for a hearing, they will then meet with the principal involved and the non-tenure teacher. The teacher's personnel file will be available exclusive of materials not involved with the charges.
  - d. Should the meeting prove unsatisfactory, at the advice of the President, a request shall be made for a review of the situation with the Director of Personnel.
9. Since evaluation, to be successful, should also include a large measure of self-evaluation, each teacher should take advantage of the following:
- a. Each teacher should be responsible for self-improvement.
  - b. Each teacher should be able to suggest changes or improvements in our educational program.

## ARTICLE 15

### **Professional Behavior**

- A. Abuses of sick leave or other leaves, chronic tardiness or absence, willful deficiencies in professional performance, or other violations of discipline by a teacher reflect adversely upon the teaching profession and create undesirable conditions in the school building. The Board, in recognition of the concept of progressive correction, shall notify the teacher in writing of alleged delinquencies, indicate expected correction, and indicate a reasonable period for correction. Alleged breaches of discipline shall be promptly reported to the offending teacher.
  
- B. A teacher shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of professional performance, and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the teacher until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request.
  
- C. No teacher shall be disciplined without just cause.

## ARTICLE 16

### **Professional Improvement**

- A. The parties support the principle of continuing training of teachers, participation by teachers in professional organizations in the areas of their specialization, leaves for work on advanced degrees or special studies, foreign travel, and participation in community, state, and federal educational projects.
- B. Credits needed for initial continuing or professional certification are the responsibility of the teacher, and tuition reimbursement will only be made for those courses taken after completion of initial continuing certification.
- C. Payment for amount of tuition shall be made to each teacher within thirty (30) days after the teacher submits to the Director of Personnel proof of registration and payment. Teachers who withdraw from or who do not complete courses during term of enrollment shall reimburse the district for tuition within thirty (30) days of the end of the term.
- D. If a teacher is not on a degree program, approval for reimbursement must be obtained from the Director of Personnel before the teacher enrolls in a class.
- E. Payment will be made on the following basis:
  - 1. Full tuition reimbursement will be paid for the first twelve (12) semester hours (or fifteen (15) term hours) taken during the year, of which only six (6) semester hours (nine (9) term hours) may be taken during the school year.
  - 2. The Board of Education will not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.
  - 3. Tuition will be paid on a prorata basis for part-time employees (i.e. 100% employees reimbursed at 100%; 60% employees reimbursed at 60%; 42% employees reimbursed at 42%).
  - 4. If attending out-of-state or private institutions, the Board will reimburse at a rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University according to campus tuition rates.
- F. The teacher must return to the Jenison School system to be eligible for any tuition refund.
- G. A teacher may elect to take classes for continuing education units equal to the number of college credits offered from accredited colleges and universities. Upon course approval by the Director of Personnel, the Board shall recognize continuing education units (CEU's) in lieu of college credits for the purpose of salary schedule movement. Prior to approval the Director of Personnel and teacher will determine course requirements. At the completion of a course a certificate of attendance must be provided to the Director of Personnel.



H. Teachers may be granted release-time for the purpose of observation in other educational systems or attendance at inservice 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 will pay all expenses for clinics and workshops approved by the Administration.
2. Such expenses include registration fees, travel, conference meals and lodging.
3. A conference request form which includes rationale and a list of anticipated expenses will be submitted to the Director of Personnel for approval prior to all conferences.

## ARTICLE 17

### **Reduction of Personnel**

- A. Personnel reduction or layoff shall mean a reduction in the bargaining unit staff because of program elimination, program reduction, loss of student enrollment, or for economic reasons.

In the event it becomes necessary for the Board to effect a reduction in personnel, the Board agrees to give notice as soon as possible to the Association of its intent to do so. Individual teachers affected will be notified in writing as soon as practicable. The Board shall also give such further notice as required by law.

The Board of Education of the Jenison Public Schools reserves the sole right to determine the educational program and/or curriculum of the school district.

In the event of a reduction of staff, the Jenison Education Association will be consulted as soon as such reduction is contemplated.

- B. To effect a reduction in personnel, the following order shall govern:

1. Probationary teachers with the least number of years of service shall be laid off first, provided there are remaining fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers.
2. If further reduction is necessary, then tenure teachers with the least number of years of service shall be laid off first, provided there are fully qualified and fully certified teachers to replace and perform the needed duties of the laid off teachers.

- 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 to be considered a break in service.

Any period of time spent on layoff or leave of absence shall count as years of continuous service, only for the purpose of this Article.

Experience at less than the full teaching load shall count as if the experience were at the full teaching load, but only for the purpose of the Article.

Non-teacher hires will not accumulate seniority within the teacher bargaining unit after November 1, 1994.

- D. The Board shall maintain an up-to-date seniority list of all employees in the bargaining unit covered by this Agreement. The seniority list of teachers shall reflect the following information: first day of work, degrees held, certificate held, tenure status, and social security number.

For bargaining unit employees who were hired prior to August 1, 1986, seniority shall be based on date of hire. For teachers hired after August 1, 1986, when two or more teachers are equal in accumulated service time, those teachers shall be ranked highest to lowest in order of the four (4) digit numbers held by each as determined by the last four (4) digits of their respective social security numbers.

- E. Tenure shall mean that status as achieved and defined in Section 1 of Article III of P.A. 1937, Extra Session, No. 4 as amended (MCL38.91).
- F. Probation or probationary teacher shall mean that status as achieved and defined in Sections 1 and 2 of Article II of P.A. 1937, Extra Session, No. 4 as amended. (MCL38.91).
- G. 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.
- H. Fully qualified shall be defined as follows:
  - 1. For positions at the secondary level, possessing at least eighteen (18) semester hours of academic preparation in the subject area to be taught and in compliance with the accreditation standards of the North Central Association of Colleges and Schools.
  - 2. For positions at the seventh and eighth grade levels, possessing at least eighteen (18) semester hours of academic preparation in the subject area to be taught or previous teaching experience of at least two (2) years in the last five (5) years preceding the layoff in the Jenison Public School District in the subject area to be taught.
  - 3. For positions at the elementary levels, possessing elementary certification, except for positions in special teaching areas such as music, art, and physical education, for which the teacher must possess specific certification in the subject to be taught and any special endorsements required.
  - 4. A teacher may displace a special education teacher only if he/she is qualified, has greater seniority, and possesses equivalent or superior certification than that of the special education teacher.
- I. Teachers on layoff shall be recalled in the order of most seniority provided the teacher is fully qualified and fully certified for the vacancy. The Board may rely upon the last address shown on its personnel records. If there is no acceptance of the recall to the vacancy within fourteen (14) working days from the time of receipt of the notice, the right to the vacancy shall be forfeited.
- J. A teacher on layoff from a position at the secondary level, who acquires additional credentials which expand the scope of his/her certification and qualifications and which make him/her fully certified and fully qualified for a position at the secondary level held by another secondary teacher who has less seniority, shall be recalled to the position for the following school year pursuant to his/her seniority order for recall.

An elementary teacher on layoff from a position at the elementary level (K-6) who acquires additional credentials, which expand the scope of his/her certification and qualifications and which make him/her fully certified and fully qualified for a position held by another elementary teacher with less seniority, shall be recalled to the position for the following school year pursuant to his/her seniority order for recall.

Otherwise, teachers on layoff awaiting recall who acquire additional credentials which expand the scope of their certifications and qualifications are entitled to have those credentials considered for the purpose of recall to the next available vacancies which arise for recall at either the secondary or elementary level, but only if it does not cause the layoff of any teacher previously retained in a position prior to the layoff.

Teachers who under the terms of this section are otherwise eligible for return to a position held by a less senior teacher, cannot take a position which is an increased assignment from the position held prior to his/her layoff. A teacher who at layoff was teaching in a position at the elementary and secondary level shall be able to exercise return rights hereunder at both levels.

If the aforementioned teacher provides notice of the new or additional certification after June 1, said teacher shall be required to wait one (1) school year for recall. (Example: If notice by the teacher is provided on July 13, 1982, then the teacher would be recalled for the 1983/84 school year.) The district shall have no obligation to effectuate particular assignments or changes in assignments which will allow a person attaining additional endorsements or approvals after layoff to exercise rights under this section.

- K. Reduction of a position by the Board from full to part-time shall be considered a partial layoff. Remaining in the reduced position shall not affect the teacher's right of recall to a full-time position.
- L. Refusal or acceptance of a position that is not equivalent in time to the position previously held shall not affect a teacher's recall rights.

## **ARTICLE 18**

### **Continuity of Operations**

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



**ARTICLE 19**

**School Calendar**

- A. The school calendar, which is set forth in Appendix C, shall consist of 185 teacher days and 182 state count days.
- B. Newly hired teachers shall report for the equivalent of two (2) days for teacher orientation in addition to the school calendar outlined in Paragraph A.

## ARTICLE 20

### **Professional Compensation**

- A. The basic salaries of teachers covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. Such salary schedules shall remain in effect during the designated periods.
- B. It is understood that for an employee to qualify for schedule BA+20 the 20 semester hours must be earned after the latter of the following:
  - 1. The date on the employee's transcript which indicates when the AB degree was earned or
  - 2. The date the employee qualified for a provisional teaching certificate.

To qualify for the MA+20 schedule, the 20 semester hours must be earned after the date indicating that a MA degree was earned.

- C. All employees will be paid in twenty-six (26) 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, except that the teacher may receive the balance of his/her salary on a regularly scheduled payday on or after the close of the school year in June, provided such request is made in writing no later than May 1st of that year. Persons on the twenty-six (26) pay may have checks sent to any address that they request. In the event that a teacher on the twenty-six (26) pay plan chooses to receive a lump sum payment at the end of the school year, the district will compute deductions for his insurance and other benefits on the basis of information available as of May 1st. If an employee desires to receive his salary in twenty-one (21) pay periods beginning with the first regular pay period in September, this request must be made to the Business Office no later than seven (7) days prior to the first pay period in September.
- D. For any teacher to be eligible for an increase of one (1) step on the salary schedule, he/she must be under contract a minimum of one hundred fifty (150) days in the Jenison School system during the previous school year. To qualify for one-half (1/2) step credit, a teacher must be under contract a minimum of seventy-five (75) days in the Jenison system during the previous year. When a teacher is off on an unpaid leave, then actual paid work days will be counted toward eligibility for step increase. Days of absence due to work-related injury or illness shall be considered work days for the purpose of interpreting this section.
- E. Members of the bargaining unit completing requirements for a change in degree status prior to first or second semester will be issued a revised contract for the given semester, provided the change is reported no later than ten (10) days following the start of the semester. Unreasonable delays by colleges in sending proof of credits or degrees should be reported to the Director of Personnel or his/her representative who will contact the college or university for verification.

- F. 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.
- G. No teacher will be expected to provide a supplementary service without a "Supplementary Services Contract." Before a "Supplementary Services Contract" can be offered, a job description for that position must be approved by the Administration and made available to those interested.
- H. Teachers required, in the course of their work, to drive personal automobiles from one school building to another shall receive an allowance equal to IRS mileage reimbursement rates per mile. The same allowance shall be given for use of personal cars for field trips or other business of the district.
- I. Teachers shall be paid in accordance with the rate in Appendix B-1 for district summer curriculum work authorized by the Director of Instruction.
- J. Teachers who are on a half-step between steps 1 and 12 shall be paid a salary rate which is the average of the full-step salary rate below and above their equated half-step placement. Thereafter, teachers on half-steps will be paid at the step 12 salary rate for each additional year of credit until they have attained the equated half-step of 14 1/2, at which time they shall be paid at a salary rate which is the average of the full-step salary rates of steps 12 and 15 for that year. Thereafter, teachers on half-steps will be paid at the step 15 salary rate for each additional year of credit until they have attained the equated step of 19 1/2, at which time they will be paid at a salary rate which is the average of the full-step salary rates of steps 15 and 20 for that year. Thereafter, teachers on half-steps will be paid at the step 20 salary rate for each additional year of credit until they have attained the equated half-step of 24 1/2, at which time they shall be paid at a salary rate which is the average of the full-step salary rates of steps 20 and 25 for that year. Thereafter, teachers who are on half-steps shall be paid at the step 25 salary rate for each additional year of credit.

**ARTICLE 21**

**Insurance Protection**

- A. The Board will provide, without cost to the teacher, the following MESSA PAK Plan A or Plan B protection for the teacher, his/her family, and other eligible sponsored dependents:

**PLAN A**

**For employees electing Health Insurance Coverage**

Health	Super Med I (includes \$5000 Basic Term Life)
Long Term Disability	66 2/3% of annual contracted salary with \$5000 monthly maximum.
Negotiated Life Insurance	\$35,000 with AD & D
Vision	VSP-2
Dental	80/80/80 with \$1500 yearly maximum benefit and \$2100 for dependent orthodontics.

**PLAN B**

**For employees not electing Health Insurance Coverage**

Long Term Disability	66 2/3% of contracted salary with \$5000 monthly maximum.
Negotiated Life Insurance	\$35,000 with AD & D
Vision	VSP-2
Dental	80/80/80 with \$1500 yearly maximum benefit and \$2100 for dependent orthodontics

Teachers electing Plan B shall also have the amount of not less than the 1993-94 MESSA Super Med II Single Subscriber rate of (\$196.32) to apply toward MESSA options and/or an annuity.

- B. Part-time teachers shall reimburse the school board for the amount of the Plan A or Plan B premium based on the percentage of time they are employed.

- C. All insurance programs will commence on October 1st of each year and will continue until September 30th of each year for all teachers who complete their full year teaching contract. For those 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. If allowed under the various plans, and employee may elect to continue coverage by paying the applicable premium when due.
- D. Payroll deduction will be available for all MESSA programs.
- E. 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.
- F. Flexible Spending Accounts

Medical: The district will contribute \$100.00 annually for each teacher into a Flexible Spending Account. Each teacher may add pre-tax money to the medical account. All money in this account may be used to offset deductibles, prescription costs, or medical expenses not covered by insurance. Any money not spent at the end of the plan year shall revert to the school district. This account is subject to IRS rules and regulations.

Dependent Child Care: Each teacher may contribute pre-tax money into the dependent child care account. All money in this account may be used to pay for dependent child care. Any money not spent at the end of the plan year shall revert to the school district. This account is subject to IRS rules and regulations.

The Flexible Spending Account plan will coincide with the insurance program benefit year of October 1 through September 30.



## ARTICLE 22

### **Student Teaching Assignments**

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

## ARTICLE 23

### **Student Discipline and Teacher Protection**

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

4. The automobile was secured (windows closed, doors locked.) Signs of forcible entry must be evident.
  5. The damage was properly reported to the police and building administrator immediately after the discovery of loss.
  6. The teacher signs the claim form stating the damage and/or loss was, to the best of that teacher's knowledge, done while he/she was acting in the line of duty and stating the location in which the auto was parked. At least two (2) estimates from reputable local businesses shall be attached. The forms will be obtained from the building principal or the immediate supervisor.
  7. Any reimbursement will be limited to the deductible amount, if any.
- G. A written statement by the principal of each building, governing use of corporal punishment of students, shall be publicized to all teachers no later than the first week of each school year.
- H. The building administrator may not require a teacher to change a student's grade if a realistic grading procedure which is in agreement with school policy has been followed. The Superintendent will retain the right to change any student's grade as he/she deems advisable.

## ARTICLE 24

### **Grievance Procedure**

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

- C. In the event of a general grievance, the President of the Association has the right to file a grievance which would go directly to the Superintendent under Section 5 and follow the procedure as outlined thereafter, except that the Superintendent will have ten (10) days to respond.
- D. The time limits provided in this article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year, and strict adherence to the time limits may result in hardship of any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible.
- E. Notwithstanding the expiration of this Agreement, any claim of grievance arising thereunder may be processed through the grievance procedure until resolution.
- F. A teacher engaged during the school day in any professional grievance negotiation on behalf of the Association with any representative of the Board shall be released from regular duties without loss of salary. If any negotiations are requested by the Board which will involve the teacher during the school day, the teacher will be released from regular duties without loss of pay.
- G. All reference to days in this article is to be interpreted as days school is in session.



## **ARTICLE 25**

### **Negotiation Procedures**

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

## ARTICLE 26

### **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. Any individual contract hereafter executed shall be on Doubleday Form No. S-80-7 for Tenure Teachers and Form No. S-78 for Probationary Teachers and shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement during its duration shall be controlling.
- B. This Agreement shall supersede any rules, regulations or practices of the Board which shall be contrary to, or inconsistent with, its terms.
- C. If any provision of this Agreement shall be found contrary to law, then such provision shall be deemed null and void, except to the extent permitted by law, but all other provisions shall continue in full force and effect.
- D. Copies of this Agreement titled "Professional Agreement between the Jenison School District and the Jenison Education Association," shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed. Further, that the Board shall furnish fifty (50) copies of the Master Agreement to the Association for its use.
- E. All appendices and policies referred to in this contract shall be incorporated as part of this Master Agreement by reference and mutual agreement for the duration of the contract. (Policy No. 1330.1 may be changed except as it is applicable to the Association.)

ARTICLE

Section of 1901

The Board of Directors of the American Society of Civil Engineers, in its meeting held at New York City, New York, on the 15th day of December, 1901, has adopted the following resolution:

Resolved, That

the following

*[Handwritten signature]*

*[Handwritten signature]*

Secretary

Treasurer

*[Handwritten signature]*

*[Handwritten signature]*

Secretary

Treasurer

*[Handwritten signature]*

*[Handwritten signature]*

Secretary

Treasurer

**ARTICLE 27**

**Early Retirement Incentive**

- A. An employee may apply for the provisions of this program subject to the following provisions:
1. All early retirements under this provision are to be effective July 1.
  2. Applications for early retirement must be filed in writing with the Director of Personnel no later than May 1st 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 under the Michigan Public School Retirement System.
- B. On the first regular payroll date in August of each year, or the first regular payroll date after January 1 of the following year, the employee shall receive the amount indicated on the following chart according to the year retirement commences:

Year Retirement Commences after reaching eligibility to retire under <u>MPSERS</u>	1st Yearly <u>Payment</u>	2nd Yearly <u>Payment</u>	3rd Yearly <u>Payment</u>	4th Yearly <u>Payment</u>	5th Yearly <u>Payment</u>	6th Yearly <u>Payment</u>	7th Yearly <u>Payment</u>
1	16%	14%	12%	10%	8%	6%	6%
2	16%	14%	12%	10%	8%	6%	
3	16%	14%	12%	10%	8%		
4	16%	14%	12%	10%			
5	16%	14%	12%				
6	16%	14%					
7	16%						

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

- C. All provisions of this article shall terminate once the employee accepts unemployment benefits, accepts worker's compensation benefits chargeable to the Jenison Public Schools, or passes away.
- D. In the event that this provision is found to be illegal by a court or administrative body having jurisdiction, all provisions of this article shall be canceled. Existing retirees shall continue to be covered as to the extent permitted.

E. All applicable taxes shall be deducted from any payments made under the provisions of this article.



**ARTICLE 28**

**Retirement Service Credit Purchase Plan**

- A. In lieu of any benefits as described in Article 27 of this Agreement (Early Retirement Incentive), any teacher who has fifteen (15) years of service in the Jenison Public Schools (unless waived by the Board) and is eligible to retire under the Michigan Public School Employees Retirement System and who submits a letter of retirement from his/her position with the Jenison Public Schools effective at the end of the school year, July 1, shall be eligible to receive the following benefit. The district will purchase up to three (3) years of service credit in the 1991-92 school year, and beginning in the 1992-93 school year up to five (5) years of service credit according to the following schedule:

25 years of service credit = 5 years  
26 years of service credit = 4 years  
27 years of service credit = 3 years (max 1991-92)  
28 years of service credit = 2 years  
29 years of service credit = 1 year

- B. The Board shall not be obligated to purchase any service credit which would result in the teacher acquiring more than thirty (30) years of service credit.
- C. No teacher will be reimbursed for any years of service credit already purchased by the teacher.
- D. Any tax liability will be borne by the teacher. Persons electing to retire under this plan shall notify the District by March 15, if they wish to retire effective July 1 of that year. Any payments made under this section will be made in accordance with applicable provisions of the Michigan Public School Employees Retirement Act and the guidelines of the Michigan Public School Employees Retirement System.

**ARTICLE 29**

**Duration of Agreement**

This Agreement shall be effective as of September 1, 1994 and shall continue in effect until the 31st day of August, 1996. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By Richard J. Sears  
President

By Kelley Smith  
Secretary

By Stephen Williams  
Chairman

BOARD OF EDUCATION

Richard A. ...  
President

Rosalyn Gellesse  
Secretary

[Signature]  
Treasurer

**ARTICLE 29**

**Duration of Agreement**

This Contract Extension Agreement shall be effective as of September 1, 1996 and shall continue in effect until the 31st day of August, 1997. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

EDUCATION ASSOCIATION

By *Richard G. Smith*  
President

By *Kelly Smith*  
Secretary

By *Stephen Williams*  
Chairman

BOARD OF EDUCATION

*Richard Anderson*  
President

*Carol Ann Gay*  
Secretary

*[Signature]*  
Treasurer

**APPENDIX A**

**CONTRACT FOR SUPPLEMENTAL SERVICES  
JENISON PUBLIC SCHOOLS  
JENISON, MICHIGAN**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between the **JENISON PUBLIC SCHOOL SYSTEM**, Ottawa County, Jenison, Michigan, hereinafter called the School District and \_\_\_\_\_ Emp. # \_\_\_\_\_, hereinafter called the employee.

**WITNESSETH:** That said School district hereby contracts to hire said employee to perform supplemental services as \_\_\_\_\_ for the 19\_\_\_\_-19\_\_\_\_ school year only in consideration for which said school district will pay to said employee \$ \_\_\_\_\_ payable upon completion of the service 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 as defined in Appendix C, Supplemental Services Job Descriptions, 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.

**IN WITNESS WHEREOF**, the parties to this contract have subscribed their names this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Administrative Representative Signature

\_\_\_\_\_  
Employee Address

\_\_\_\_\_  
Building

\_\_\_\_\_  
City

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Date

**WORK COMPLETED-PLEASE PROCESS FOR PAYMENT**

\_\_\_\_\_  
Administrative Representative Signature

\_\_\_\_\_  
Director of Personnel Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

- Original Employee
- Yellow Payroll
- Pink Principal/Supervisor
- Gold Personnel

**APPENDIX B**

**Salary Schedule 1994-1995**

<u>Step</u>	<u>AB</u>	<u>AB + 20</u>	<u>MA</u>	<u>MA + 20</u>	<u>EDS</u>
1	27,849	29,214	30,244	31,193	31,580
2	29,106	30,691	31,888	32,557	33,226
3	30,579	32,195	33,531	34,198	34,868
4	31,861	33,668	35,176	35,842	36,511
5	32,836	35,176	36,791	37,485	38,183
6	34,088	36,651	38,434	39,129	39,825
7	35,344	38,126	40,077	40,771	41,470
8	36,568	39,633	41,722	42,415	43,112
9	37,822	41,106	43,363	44,057	44,756
10	39,072	42,583	45,006	45,702	46,398
11	40,022	43,948	46,648	47,315	47,986
12		45,896	48,931	50,575	50,966
15			50,603	51,914	52,025
20			52,481	53,643	54,340
25			54,095	55,889	56,760

**APPENDIX B**

**Salary Schedule 1995-1996**

<u>Step</u>	<u>AB</u>	<u>AB + 20</u>	<u>MA</u>	<u>MA + 20</u>	<u>EDS</u>
1	28,504	29,900	30,955	31,926	32,322
2	29,790	31,412	32,638	33,322	34,007
3	31,298	32,952	34,319	35,002	35,687
4	32,609	34,459	36,002	36,684	37,369
5	33,608	36,002	37,655	38,366	39,080
6	34,889	37,512	39,338	40,049	40,761
7	36,174	39,022	41,019	41,729	42,445
8	37,427	40,564	42,702	43,412	44,125
9	38,711	42,072	44,382	45,092	45,807
10	39,990	43,583	46,064	46,776	47,489
11	40,962	44,981	47,744	48,427	49,113
12		46,974	50,081	51,764	52,164
15			51,792	53,134	53,247
20			53,714	54,903	55,617
25			55,366	57,203	58,094



**APPENDIX B-1**

**EXTRA-CURRICULAR COMPENSATION AND ACTIVITY DESCRIPTION**

DESCRIPTION	PERCENTAGE OF BASE
Building Technology Coordinator:	
Elementary (6)	3.0
Secondary (4)	2.0
Camp:	
Camp Director	2.5
6th Grade Teachers Only (other than camp director)	1.5
Senior Counselors (other than 6th grade teachers)	.85
Class sponsors: (per person)	
Freshman	2.0
Sophomore	2.0
Junior	4.5
Senior	4.5
Clubs: (10 hours, 10 members, 10 meetings)	
(1 sponsor only unless prior approval of Administration is granted)	1.0
Curriculum Committee Chairperson K-12	2.0
Debate	3.5
Department Chairperson:	
Six or more department members	6.0
Less than six members	4.0
7-12 less than six members	5.0
Elementary Grade Level Team Leader	1.0
Forensics	2.0
Intramurals:	
Senior High	2.5
Junior High	2.5
Mentor Teacher	1.0
Music:	
Elementary Vocal	1.0
Elementary Choir (maximum of two directors per choir)	2.0
Junior High Vocal	8.0
Senior High Vocal (including Chamber Singers)	10.0
System Orchestra	10.0
Assistant Orchestra	3.0
Senior High Band	8.0
Junior High Band	8.0
Assistant Band	5.5
Marching Band (included pre-camp and band camp)	9.5
Assistant Marching Band (includes pre-camp and band camp)	8.0
Jazz Band I	4.0
Jazz Band II	3.0
Newspaper:	
**Junior High	1.0
Senior High	3.0

Plays or Musicals: (at least 2 acts)	
Director	8.0
Assistant Director	7.5
Pom Pons:	
Senior High	3.0
Junior Varsity	2.0
Freshman	1.5
Safety Sponsors:	
Director for System (Individual Building Rep.)	3.5
Building Sponsors	2.5
Science Olympiad:	
Senior High	6.0
Junior High	7.0
Student Council:	
Elementary	1.0
Junior High	2.5
Senior High	5.0
Yearbook	6.0
Driver Ed. and Summer School	.07% of the BA Base per hour
Authorized summer district curriculum work	.07% of the BA Base per hour

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

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

**APPENDIX B-2****SUPPLEMENT SERVICES SCHEDULE**

PERCENT OF BASE (AB)	YEARS OF EXPERIENCE				
	1	2	3	4	5
ACTIVITY					
Varsity Football	16.0	16.5	17.0	17.5	18.0
All Assistant Football	10.0	10.5	11.0	11.5	12.0
Varsity Basketball	16.0	16.5	17.0	17.5	18.0
J.V. Basketball	10.0	10.5	11.0	11.5	12.0
9th Grade Basketball	9.0	9.5	10.0	10.5	11.0
Jr. High Basketball	6.0	6.5	7.0	7.5	8.0
Varsity Cross Country	6.0	8.0	9.0	10.0	11.0
Assistant Varsity Cross Country	4.5	5.0	5.5	6.0	6.5
Jr. High Cross country	3.5	4.0	4.5	5.0	5.5
Varsity Swimming	11.0	12.0	13.0	14.0	15.0
Assistant Varsity Swimming	8.0	8.5	9.0	9.5	10.0
Jr. High Swimming	5.0	5.5	6.0	6.5	7.0
Assistant Jr. High Swimming	4.0	4.5	5.0	5.5	6.0
Varsity Golf	7.0	8.0	9.0	10.0	11.0
J.V. Golf	4.0	4.5	5.0	5.5	6.0
Girls' Golf	7.0	8.0	8.5	9.0	9.5
Varsity Cheerleading	8.0	10.0	11.0	12.0	13.0
J.V. Cheerleading	6.0	6.5	7.0	7.5	8.0
9th Grade Cheerleading	6.0	6.5	7.0	7.5	8.0
Jr. High Cheerleading	4.0	4.5	5.0	5.5	6.0
Varsity Volleyball	9.0	10.0	11.0	12.0	13.0
J.V. Volleyball	7.0	7.5	8.0	8.5	9.0
Jr. High Volleyball	5.0	5.5	6.0	6.5	7.0
Varsity Wrestling	13.0	13.5	14.0	14.5	15.0
J.V. Wrestling	7.5	8.0	8.5	9.0	9.5
Jr. High Wrestling	6.0	6.5	7.0	7.5	8.0
Assistant Jr. High Wrestling	4.0	4.5	5.0	5.5	6.0
Varsity Track	10.0	11.0	12.0	13.0	14.0
Assistant Track	7.0	7.5	8.0	8.5	9.0
Jr. High Track	5.0	5.5	6.0	6.5	7.0
Assistant Jr. High Track	4.0	4.5	5.0	5.5	6.0

Varsity Baseball	11.0	11.5	12.0	12.5	13.0
J.V. Baseball	7.0	7.5	8.0	8.5	9.0
9th Grade Baseball	6.0	6.5	7.0	7.5	8.0
Varsity Softball	11.0	11.5	12.0	12.5	13.0
J.V. Softball	7.0	7.5	8.0	8.5	9.0
9th Grade Softball	6.0	6.5	7.0	7.5	8.0
Varsity Tennis	7.0	8.0	9.0	10.0	11.0
J.V. Tennis	5.0	5.5	6.0	6.5	7.0
Jr. High Tennis	4.5	5.0	5.5	6.0	6.5
Soccer	7.0	8.0	9.0	10.0	11.0
J.V. Soccer	5.0	5.5	6.0	6.5	7.0

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

**APPENDIX C**

**ELEMENTARY SCHOOL CALENDAR 1994-95**

<b>August 29</b>	<b>Teacher Orientation</b> No School For Students
<b>August 30</b>	<b>School Begins</b> 1/2 Day A.M. Session For Students
<b>September 2 &amp; 5</b>	<b>Labor Day Recess</b> No School
<b>October 18</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Session For Students
<b>October 20</b>	<b>Parent/Teacher Conferences</b> Afternoon & Evening 1/2 Day A.M. Session For Students
<b>October 21</b>	<b>No School</b>
<b>November 4</b>	<b>End of 1st Marking Period</b>
<b>November 24 &amp; 25</b>	<b>Thanksgiving Recess</b> No School
<b>December 23-January 3</b>	<b>Winter Recess</b> No School
<b>January 20</b>	<b>End Of 1st Semester-Records Day</b> 1/2 Day A.M. Session For Students
<b>February 21</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Session For Students
<b>February 23</b>	<b>Parent/Teacher Conferences</b> Afternoon & Evening 1/2 Day A.M. Session For Students
<b>February 24</b>	<b>No School</b>
<b>February 27</b>	<b>Winter Recess</b> No School
<b>March 24</b>	<b>End Of 3rd Marking Period</b>

**March 31-April 7**

**Spring Recess**  
No School

**May 29**

**Memorial Day**  
No School

**June 8 & 9**

**End Of 2nd Semester-Records Day**  
1/2 Day A.M. Sessions For Students

**The school calendar for the 1995-96 school year shall be negotiated by May 15, 1995**



**APPENDIX C**  
**JUNIOR HIGH CALENDAR 1994-95**

<b>August 29</b>	<b>Teacher Orientation</b> No School For Students
<b>August 30</b>	<b>School Begins</b> Full Day Session For Students
<b>September 2 &amp; 5</b>	<b>Labor Day Recess</b> No School
<b>October 4</b>	<b>Parent/Teacher Conferences Evening</b> 1/2 Day A.M. Session For Students
<b>October 11</b>	<b>Parent/Teacher Conferences Afternoon</b> 1/2 Day A.M. Session For Students
<b>October 13 &amp; 17</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Sessions For Students
<b>October 20</b>	<b>Parent/Teacher Conferences Afternoon</b> 1/2 Day A.M. Session For Students
<b>October 21</b>	<b>No School</b>
<b>November 4</b>	<b>End Of 1st Marking Period</b>
<b>November 24 &amp; 25</b>	<b>Thanksgiving Recess</b> No School
<b>December 23-January 3</b>	<b>Winter Recess</b> No School
<b>January 20</b>	<b>End Of 1st Semester-Records Day</b> 1/2 Day A.M. Session For Students
<b>February 16 &amp; 20</b>	<b>Parent/Teacher Conferences</b> Afternoon & Evening 1/2 Day A.M. Sessions For Students
<b>February 23</b>	<b>Parent/Teacher Conferences Afternoon</b> 1/2 Day A.M. Session For Students
<b>February 24</b>	<b>No School</b>
<b>February 27</b>	<b>Winter Recess</b> No School

**March 24**

**End Of 3rd Marking Period**

**March 31-April 7**

**Spring Recess**

No School

**May 29**

**Memorial Day**

No School

**June 9**

**End of 2nd Semester-Records Day**

1/2 Day A.M. Session For Students

**The school calendar for the 1995-96 school year shall be negotiated by May 15, 1995**

**APPENDIX C**  
**SENIOR HIGH SCHOOL CALENDAR 1994-95**

<b>August 29</b>	<b>Teacher Orientation</b> No School For Students
<b>August 30</b>	<b>School Begins</b> Full Day Session For Students
<b>September 2 &amp; 5</b>	<b>Labor Day Recess</b> No School
<b>October 18</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Session For Students
<b>October 20</b>	<b>Parent/Teacher Conferences Afternoon &amp; Evening</b> 1/2 Day A.M. Session For Students
<b>October 21</b>	<b>No School</b>
<b>November 4</b>	<b>End of 1st Marking Period</b>
<b>November 24 &amp; 25</b>	<b>Thanksgiving Recess</b> No School
<b>December 23-January 3</b>	<b>Winter Recess</b> No School
<b>January 18, 19 &amp; 20</b>	<b>End of 1st Semester -Records Days</b> 1/2 Day A.M. Sessions For Students
<b>February 21 &amp; 23</b>	<b>Parent/Teacher Conferences Evening</b> Full Day Sessions For Students
<b>February 24</b>	<b>No School</b>
<b>February 27</b>	<b>Winter Recess</b> No School
<b>March 24</b>	<b>End of 3rd Marking Period</b>
<b>March 31-April 7</b>	<b>Spring Recess</b> No School
<b>May 29</b>	<b>Memorial Day</b> No School

**June 7, 8 & 9**

**End of 2nd Semester-Records Day**  
1/2 Day A.M. Sessions For Students

**The school calendar for the 1995-96 school year shall be negotiated by May 15, 1995**

## APPENDIX D

### **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 tenured teacher who is a member of the bargaining unit. Participation as a mentor shall be voluntary, and the appointment will be approved by the building principal on an annual basis. If no mentor teacher is appointed from within the bargaining unit, the principal may appoint a mentor in accordance with provisions of the school code.

A probationary teacher shall be assigned a mentor for the first three years of classroom teaching, although a probationary teacher may be assigned a mentor beyond the requirements of the law. It shall be the duty of the mentor teacher to assist and counsel the probationary teacher in acclimating to the teaching profession and to the school system. The mentor teacher shall not be required to participate in the evaluation process for the probationary teacher. A tenured teacher on a Plan of Assistance or Individualized Development Plan may be assigned a mentor teacher.

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

Probationary teachers shall be provided a minimum of (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.

## APPENDIX E

### INDIVIDUALIZED DEVELOPMENT PLAN FOR PROBATIONARY TEACHERS

- I. MENTOR TEACHER ASSIGNMENT
- II. PROBATIONARY EVALUATION PROCESS REVIEW
  - A. **Areas Evaluated**
    - 1. Knowledge of subject matter
    - 2. Teaching methodology
    - 3. Classroom management/discipline
    - 4. Professional behavior
    - 5. Continued professional development
  - B. **Narrative Format**
    - 1. Description of observed instruction based on a minimum of 30 minutes of observation
    - 2. Analysis of instruction (minimally include criteria listed above)
    - 3. Recommendations for growth
    - 4. Summary
  - C. **Evaluation Timelines**
    - 1. IDP conference by October 1
    - 2. First announced evaluation by November 1
    - 3. Second evaluation including IDP review by March 1
  - D. **Review of Article 14 of JEA Master Agreement (Attached)**
- III. GOAL SETTING--SHORT AND LONG TERM
  - A. **Complete IDP form**
  - B. **Review list of endorsed trainings**
  - C. **Review K-12 Curriculum Documents, Grade Level Documents, Subject Area Documents**
  - D. **Review Mission Statement & Proficiencies**





8/31/97

3011

PROFESSIONAL NEGOTIATION  
AGREEMENT BETWEEN THE

JENISON PUBLIC SCHOOL DISTRICT

AND THE

JENISON EDUCATION  
ASSOCIATION/MEA/NEA

*Jenison Public School*

CONTRACT EXTENSION  
September 1, 1996-August 31, 1997

**APPENDIX B**

**Salary Schedule 1996-97**

<u>Step</u>	<u>BA</u>	<u>BA ± 20</u>	<u>MA</u>	<u>MA ± 20</u>	<u>EDS</u>
1	29,316	30,752	31,837	32,836	33,243
2	30,639	32,307	33,568	34,272	34,976
3	32,190	33,891	35,297	36,000	36,704
4	33,538	35,441	37,028	37,729	38,434
5	34,566	37,028	38,728	39,459	40,194
6	35,883	38,581	40,459	41,190	41,923
7	37,205	40,134	42,188	42,918	43,655
8	38,494	41,720	43,919	44,649	45,383
9	39,814	43,271	45,647	46,377	47,113
10	41,130	44,825	47,377	48,109	48,842
11	42,129	46,263	49,105	49,807	50,513
12	42,129	48,313	51,508	53,239	53,651
15	42,129	48,313	53,268	54,648	54,765
20	42,129	48,313	55,245	56,468	57,202
25	42,129	48,313	56,944	58,833	59,750



## APPENDIX B-1

### EXTRA-CURRICULAR COMPENSATION AND ACTIVITY DESCRIPTION

DESCRIPTION	PERCENTAGE OF BASE
<b>Building Technology Coordinator:</b>	
Elementary (6)	4.0
Secondary (4)	2.0
<b>Camp:</b>	
Camp Director	2.5
6th Grade Teachers Only (other than camp director)	1.5
Senior Counselors (other than 6th grade teachers)	.85
<b>Class Sponsors (per person):</b>	
Freshman	2.0
Sophomore	2.0
Junior	4.5
Senior	4.5
<b>Clubs (10 hours, 10 members, 10 meetings):</b>	
(1 sponsor only unless prior approval of Administration is granted)	1.0
<b>Conflict Manager Program:</b>	
Trainers (2)	2.5
Building Coordinator	1.0
<b>Curriculum Committee Chairperson K-12:</b>	2.0
<b>Debate:</b>	3.5
<b>Department Chairperson:</b>	
Six or more department members	6.0
Less than six members	4.0
7-12 less than six members	5.0
<b>Elementary Grade Level Team Leader:</b>	4.0
<b>Forensics:</b>	2.0
<b>Intramurals:</b>	
Senior High	2.5
Junior High	2.5
<b>Mentor Teacher:</b>	1.0
<b>Music:</b>	
Elementary Vocal	1.0
Elementary Choir (maximum of two directors per choir)	2.0
Junior High Vocal	8.0
Senior High Vocal (including Chamber Singers)	10.0
System Orchestra	10.0
Assistant Orchestra	3.0
Senior High Band	8.0
Junior High Band	8.0
Assistant Band	5.5
Marching Band (included pre-camp and band camp)	9.5
Assistant Marching Band (includes pre-camp and band camp)	8.0
Jazz Band I	4.0
Jazz Band II	3.0

**Newspaper:**

**Junior High	1.0
Senior High	3.0

**Plays or Musicals:**

At Least 2 Acts	12.5
1 Act	5.

**Pom Pons:**

Senior High	3.0
Junior Varsity	2.0
Freshman	1.5

**Safety Sponsors:**

Director for System (Individual Building Rep.)	3.5
Building Sponsors	2.5

**Science Olympiad:**

Senior High	6.0
Junior High	7.0

**Student Council:**

Elementary	1.0
Junior High	2.5
Senior High	5.0

**Yearbook:**

6.0

**Driver Ed. and Summer School:**

.07% of the BA Base per hour

**Authorized Summer District Curriculum Work:**

.07% of the BA Base per hour

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

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

## **AREAS EVALUATED**

This list provides a set of examples for each area evaluated, and it is not meant to be all inclusive.

### **KNOWLEDGE OF SUBJECT MATTER**

- ◆ Exhibits sound background and understanding of subject matter for the position.
- ◆ Keeps abreast of current theory and practice in field.
- ◆ Is able to respond satisfactorily to questions posed by students, either by providing the information or a source for the information.
- ◆ Stimulates interest in subject area.
- ◆ Provides consistently relevant subject content.
- ◆ Uses varied resources appropriately.

### **TEACHING METHODOLOGY**

- ◆ Uses a variety of teaching and learning techniques designed to serve the differing abilities of students.
- ◆ Encourages and respects students' input.
- ◆ Shares with students the purpose for each assignment and involves students in setting objectives for themselves.
- ◆ Bases evaluation on realistic goals for each student.
- ◆ Takes into consideration the capability and effort of each student.
- ◆ Keeps accurate records.
- ◆ Reviews and returns assignments promptly.

### **CLASSROOM MANAGEMENT/DISCIPLINE**

- ◆ Organizes classroom routine in efficient manner.
- ◆ Plans lessons and organizes classroom to maintain order with variety of activities carried on simultaneously.
- ◆ Devotes most of time to teaching and learning activities.
- ◆ Keeps classroom and equipment in good condition.



- ◆ Reports maintenance needs promptly.
- ◆ Guides students to share responsibility for care of furnishings and equipment.
- ◆ Promotes a friendly atmosphere conducive to learning.
- ◆ Makes building and classroom rules known to students.
- ◆ Handles student discipline according to building and district policy.

#### **PROFESSIONAL BEHAVIOR**

- ◆ Exhibits a positive attitude.
- ◆ Exercises initiative
- ◆ Encourages others by attitude.
- ◆ Seeks out new ideas.
- ◆ Is open-minded.
- ◆ Accepts and gives assistance.
- ◆ Implements suggestions in professional manner.
- ◆ Maintains honest and forthright relationships with all.
- ◆ Respects dignity and rights of all people.
- ◆ Shows consistent interest in student's academic and social growth.
- ◆ Identifies and refers students with problems to appropriate personnel.
- ◆ Provides constructive criticism or ideas for improvement of education.
- ◆ Seeks resolution of problems through appropriate channels.
- ◆ Observes district policies, rules, regulations and agreement.
- ◆ Keeps and promptly turns in reports.





