

# MASTER AGREEMENT

## Secretarial/ Paraprofessional Association

and

### Jenison Public School District

**July 1, 2007—June 30, 2009**



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**JENISON SECRETARIAL/PARAPROFESSIONAL ASSOCIATION CONTRACT**

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## PREAMBLE

This two year Agreement is entered into, effective July 1, 2007, through June 30, 2009, by and between the Board of Education of the Jenison Public Schools, Jenison, Michigan, hereinafter called the "Board," and the Jenison Secretarial/Paraprofessional Association/Michigan Education Support Personnel Association MEA/NEA, hereinafter called the "Association."

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

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

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

## ARTICLE 1 Recognition

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

### Definitions:

A substitute is one who replaces a member of the bargaining unit who is absent from work for any reason. A substitute is also one who fills a newly created position not held by a bargaining unit member until the position is posted and filled by a bargaining unit member. If the district determines a position will not become permanent, a substitute may fill such a position for up to one school year. If a position is vacated by a bargaining unit member and the district determines that the position will be eliminated for the next school year, a substitute may be assigned to that position for the remainder of the school year. If a bargaining unit member requests a leave of absence for up to one year, a substitute may be assigned to fill that position for up to one year (see Article 11, p. 19, of current agreement). Substitutes shall be paid at the substitute rate. The association will be notified when long term substitutes are utilized.

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

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

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

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

**ARTICLE 2**  
**Association Rights**

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

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

**ARTICLE 3**  
**Employee Rights**

1. Pursuant to the Michigan Public Employment Relations Act, the Board agrees that every employee of the Board has the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the cover of the law of the State of Michigan, the Board undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Act or other laws of Michigan or the Constitutions of Michigan and the United States; that it will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any lawful activities of the Association or collective negotiations with the Board, his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment, so long as the same does not interfere with the full, faithful and proper performance of the duties of employment.
2. Nothing contained herein may be construed to deny or restrict to any employee, rights he/she may have under the laws of the State of Michigan and the United States. The rights granted to employees in this Agreement are in addition to those provided by law.
3. The provisions of this Agreement shall be applied without regard to sex, sexual orientation, marital status, race, color, national origin, religion, age, height, weight, handicap, disability, or limited English proficiency. No employees will be subjected to discrimination in the course of their employment with Jenison Public Schools.
4. No employee shall be disciplined without just cause. The Board subscribes to the concept of progressive discipline with normal step progression of oral reprimand, written reprimand, suspension, and discharge. The Board may elect to take action at any step of the disciplinary scale depending upon the nature of the offense.
5. An employee shall at all times be entitled to have present a representative of the Association when he/she is being reprimanded, warned, or disciplined for any infraction of rules or delinquency of employee performance and when he/she is engaged in an investigatory interview from which it is reasonable to conclude that disciplinary action against him/her may result. When a request for such representation is made, no action shall be taken with respect to the employee until such representative of the Association is present. When a situation demands prompt attention, the Association shall provide a representative within forty-eight (48) hours of the request. An employee may adjourn a meeting in progress until association representation is available. Employees must be notified promptly about concerns relative to infraction of rules or delinquency of employee job performance.
6. At reasonable times an employee shall have the right to review the contents of his/her personnel file, excluding initial references for the Board pertaining to said individual originating prior to initial employment, and to have an Association representative present at such review.

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



**ARTICLE 4**  
**Management Rights**

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

**ARTICLE 5**  
**Payroll Deductions**

1. Any employee shall sign and deliver to the Board an assignment authorizing deductions of dues or representation benefit fee established by the Association. Pursuant to such authorization, the Board shall deduct such dues from the first regular salary check of each month.
2. With respect to all sums for dues or service fees deducted by the Board pursuant to authorization of the employee, the Board agrees to disburse promptly said sums to the Association.
3. Upon appropriate written authorization from the employee, the Board shall deduct from the wages of employees and make appropriate remittance for annuities, credit union, and insurance premiums, the latter only if associated with an employee group plan. The business office must have in writing the employee's authorization for any deductions at least seven (7) days prior to the effective date of such deductions. Deductions may be discontinued by notifying the business office seven (7) days prior to the end of a pay period.
4. The Association shall indemnify and save the district harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the employer in sections 1, 2 or 3 in reliance upon signed authorization cards or lists furnished to the employer by the Association for the purpose of payroll deduction of dues or fees.

## ARTICLE 6

### Seniority

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

**ARTICLE 7**  
**Vacancies & Transfers**

1. The Board shall fill all vacancies with current bargaining unit members who meet qualifications for such vacancies. All vacancies shall be filled on the basis of seniority and qualifications as derived from written job descriptions. If more than one applicant meets the qualifications as demonstrated in testing, the interview process, and documented past employee performance, the most senior applicant will receive the position. The Board agrees to hire outside of the bargaining unit only if no qualified internal candidates apply. Testing for posted positions shall follow these guidelines:

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

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

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

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

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

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

- c. The Employer will offer testing opportunities for employees on a monthly basis. The cost of taking the WORKKEYS tests will be paid one time by the Employer for those employees seeking to qualify for a position in a higher wage classification. Any subsequent tests taken shall be paid by employees requesting to retake the test(s). The

district will assist employees in scheduling WORKKEYS testing at an approved testing site.

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

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

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

4. An employee who is selected to fill an existing vacancy will serve a ninety (90) working day probationary period in that position. If the immediate supervisor determines that the employee is unable to satisfactorily perform the duties of the new position within the probationary period, the employee will be returned to a position within his/her capabilities and previous wage classification.
5. An employee who is transferred to a higher wage classification shall be placed at the same step as his/her current wage classification within the new wage classification.

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

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

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

**ARTICLE 8**  
**Conditions of Employment**

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

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

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

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

9. Prior to the commencement of each school work year, employees will be notified in writing of their assignments and work schedules including the scheduled number of hours they will be employed that year.
10. Employees required by their administrator to attend in-service training shall be compensated at their regular hourly rate. If an administrator requires attendance at a meeting held outside of the regular employee hours, the employee will be compensated at his/her regular rate. Employees who accompany student groups on overnight activities shall be compensated one hundred dollars (\$100.00) per night in addition to their regular daily rate.
11. No employee will be required to transport a student in his/her own private vehicle for school related functions. If the employee agrees to such a transport, he/she shall be reimbursed at the IRS rate.
12. Employees who are required as a part of their assigned duties, to perform “medically related tasks”—such as diapering, non-sterile caths, feeding tube or trache tube use or cleaning, injections and similar tasks—shall:
  - a. be trained by an appropriate certified medical caregiver in the required medical procedure
  - b. be given written instructions specific to each child receiving the medical procedures
  - c. be given emergency numbers of the child’s primary physician to use as a contact in the event of an emergency
13. Any bargaining unit member who is certified as a teacher or qualified to substitute and agrees to substitute for a teacher will be paid at the base daily substitute rate for teachers or at his/her hourly rate whichever is greater.



**ARTICLE 9**  
**Vacations and Holidays**

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

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

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

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

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

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

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

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

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

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

- New Year's Day
- Memorial Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- Two days during Christmas break to be determined by the Board.

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

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

**ARTICLE 10**  
**Illness, Disability, Bereavement, and Personal Leave**

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

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

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

5. An employee shall be granted without loss of pay or reduction of leave time up to three (3) days for death of spouse, mother, father, children, step/foster children, or grandchildren.
  - a. As many as seven (7) additional days deductible from leave time may be used for death of spouse, mother, father, children, step/foster children, grandchildren. Employees may use vacation and personal days for bereavement leave as well.
  - b. Up to five (5) days deductible from leave may be used for death of siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparent, niece, or nephew. The employee may take up to two (2) days per death of brother-in-law, sister-in-law and grandparents-in-law.
  - c. The employee may use from accrued leave no more than one (1) day per death to attend the funeral of any other friend or relative.
6. The Board may request proof of illness in the form of a physician's statement, if an employee is absent because of illness or disability for more than three (3) consecutive days, and in cases of chronic absences. At the Board's expense the employee will submit to an examination to determine if sick leave is warranted.
7. If the Board believes that the employee's physical or mental condition is such that the employee's ability to perform the job is significantly diminished, the Board may require at district expense that the employee submit to an examination by an appropriate specialist selected by mutual agreement of the employee and the Superintendent, or his/her designee, from a list of specialists obtained from Spectrum Health Services. When any medical examinations are required by the school board, the cost incurred shall be paid by the school board.
8. The district will continue to pay an employee absent due to illness or injury compensable under the Michigan Workers' Compensation Act his/her regular wages for up to ninety (90) days from the point of disability. The employee will endorse all Workers' Compensation wage benefit checks for this ninety (90) day period to the district. During this ninety (90) day period, there will be no charge made against the employee's accumulated sick leave. Thereafter, the employee shall use his/her accumulated leave days on a proportional basis to continue to receive the difference between his/her wages at the point of disability and the Workers Compensation benefits received for the duration of the disability or until his/her accumulated leave days are exhausted, whichever comes first.

Payments in addition to amounts received from Workers' Compensation are earned disability pension benefits and are specifically intended to augment the amount received under Workers' Compensation and not as an offset thereto. In the event a court or administrative agency of competent jurisdiction finds such payments under this contract to be in violation of the law, then the employee shall receive only payments under Workers' Compensation, and earned leave time shall be preserved.
9. An employee absent due to a case of mumps, measles, chickenpox or scarlet fever contracted in the course of employment shall suffer no diminution of compensation and shall not be charged with use of his/her accumulated leave days for a period not to exceed fifteen (15) work days.

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

**ARTICLE 11**  
**Leaves of Absence**

1. Any employee may be granted a leave of absence without pay for up to ten (10) days subject to the approval of the Director of Personnel. Request for leaves of more than ten (10) days must be approved by the Superintendent.
2. Requests for leaves of absence must be submitted in writing for approval at least two (2) weeks prior to the time of the proposed leave. Emergency leaves of absence may be granted by the Director of Personnel at any time, but a written approval must be issued.
3. An employee who is unable to work because of personal illness or disability and who has exhausted all available sick leave shall request and be granted a leave of absence for the duration of such illness or disability not to exceed one year. A physician's statement must accompany such a request. The Superintendent shall grant an extension of such a leave for up to one year upon receipt of a written request from the employee accompanied by a physician's statement verifying the need for such an extension. For a leave of absence of up to one (1) year, the employee shall be returned to the position from which he/she took leave and shall be subject to reassignment, transfer, or reduction in personnel as if he/she had remained in that position. An employee who returns from a leave extending beyond the one (1) year period shall be considered as an applicant for any vacancy for which he/she is qualified.
4. All military leaves of absence and the reinstatement rights of any employee who enters the military service of the United States shall be determined in accordance with the applicable laws and federal regulations.
5. The Board of Education will comply with applicable provisions of the Family Medical Leave Act and Board of Education FMLA Policy #0364.

**ARTICLE 12**  
**Legal Protection**

1. Any case of physical assault upon an employee occurring during the performance of duties must be reported promptly to the Board or its designated representative. Upon request the Board will provide legal counsel to advise the employee of his/her rights and obligations with respect to such an assault. This does not provide assistance for civil damages.
  
2. If criminal or civil proceedings are initiated against an employee acting in good faith within the scope of Board policy, the Board upon request will provide legal counsel to defend him/her in such proceedings.

**ARTICLE 13**  
**Insurance Protection**

1. Employees who are regularly scheduled to work thirty (30) hours or more per week are entitled to insurance benefits listed in this article. Insurance will take effect following the thirty (30) day waiting period for new employees or twenty (20) day waiting period for newly benefited employees.
2. Eligible twelve (12) month employees, upon appropriate application during the open enrollment period, shall be provided without cost to the employee, and his/her eligible dependents as defined by MESSA the following benefits:

**MESSA PAK A**

For full-time twelve month employees electing health insurance

1. Choices II PPO -- \$5/\$10 prescription co-pay
2. LTD
  - a. 66-2/3 of Maximum Eligible Salary
  - b. Maximum monthly benefit \$2,000
  - c. Maximum eligible monthly salary \$3,000
  - d. 90 calendar days modified fill
  - e. COLA
  - f. Mental/Nervous same as illness
  - g. Alcohol/Drug same as illness
  - h. Pre-existing limits waived
  - i. Social Security offset
3. Negotiated Term Life-\$35,000 with AD&D
4. VSP 3 Vision
5. Delta Dental (80%/80%/80%) Class I,II,III benefits with \$1,000 yearly maximum benefit. (80%) Class IV benefits with \$1,300 maximum, dependent orthodontic rider.

**MESSA PAK B**

For full time twelve month employees not electing health insurance

1. LTD
  - a. 66-2/3 of Maximum Eligible Salary
  - b. Maximum monthly benefit \$2,000
  - c. Maximum eligible monthly salary \$3,000
  - d. 90 calendar days modified fill
  - e. COLA
  - f. Mental/Nervous same as illness
  - g. Alcohol/Drug same as illness
  - h. Pre-existing limits waived
  - i. Social Security offset
2. Negotiated Term Life-\$35,000 with AD&D



3. VSP 3 Vision
  4. Delta Dental (80%/80%/80%) Class I,II,III benefits with \$1,000 yearly maximum benefit. (80%) Class IV benefits with \$1,300 maximum, dependent orthodontic rider.
3. Eligible employees working less than twelve (12) months, upon appropriate application during the open enrollment period, shall be provided without cost to the employee and eligible dependents as defined by MESSA, the following benefits:

MESSA PAK A

1. Choices II PPO -- \$5/\$10 prescription co-pay
2. Negotiated Term Life-\$35,000 with AD&D.
3. VSP 3 Vision
4. Delta Dental (50%/50%/50%) Class I,II,III benefits with \$1,000 yearly maximum benefit. No Class IV benefits.

MESSA PAK B

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

8. The employee must notify the employer of any change in marital status and/or number or age of dependents which would result in an adjustment of premiums paid by the employer for insurance coverage.
9. The Board shall be responsible for processing applications and information after receipt from the employee to assure the specified coverage from the insurance carriers.

**ARTICLE 14**  
**Medical Exams**

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

**ARTICLE 15**  
**School Closings**

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

**ARTICLE 16**  
**Grievance Procedure**

1. Purpose  
The primary purpose of the grievance procedure is to secure at the lowest level possible, equitable solutions to problems which may arise between the district and members of the Association.
  
2. Definitions  
A grievance shall be defined as an alleged violation of the expressed terms and conditions of the Agreement.  
  
The term "days" when mentioned in this Article shall mean calendar days excluding weekends.
  
3. Procedural Rules  
A grievance shall be submitted in writing and shall contain the following:
  - a. It shall cite the section of this Agreement alleged to have been violated.
  - b. It shall review the facts giving rise to the alleged violation.
  - c. It shall specify the date of the alleged violation.
  - d. It shall specify the relief requested.
  - e. It shall be signed by the grievant or grievants.
  
4. Although the time limits of the procedure may be extended by mutual consent, the number of days indicated at each level must be considered the maximum.
  
5. A grievant may withdraw a grievance at any level of the procedure of his/her own accord without obtaining the consent of the Board or the Association and such withdrawal shall render the grievance without force or effect as if it had never been filed.
  
6. If the grievant fails to appeal a decision at any level of the procedure within the time limits set forth in the procedure, no further processing of that particular grievance will be permitted.
  
7. A grievant may choose to be represented at all meetings or hearings at any level of the grievance procedure by another employee or another person. However, the Association shall be a party to any grievance reaching Level Three.
  
8. The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.
  
9. Levels of the Procedure  
Any employee, group of employees or the Association may file a grievance which shall be processed in the following manner:

#### Level One

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

#### Level Two

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

#### Level Three

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

#### Level Four

If the aggrieved is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made within the period above provided, the grievance may be submitted to arbitration before an impartial arbitrator by the Association filing a demand for arbitration with the American Arbitration Association no later than twenty (20) days after receipt of the Board disposition.

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

**ARTICLE 17**  
**Reduction of Personnel and Recall**

1. If the Board determines at any time a need to reduce or eliminate the position(s) of any employee(s), these procedures will be implemented:
  - a. The Board and Association will meet to discuss the proposed change(s).
  - b. In accomplishing budget reduction through reduction of personnel, the Board will consider layoff of least senior personnel first. If employee layoffs cannot accomplish the necessary budget reductions and staffing needs, the Board will then reduce hours of positions in inverse order of seniority. The Board will not de-benefit positions held by employees as a part of the reduction plan.
  - c. The employee(s) holding the identified position(s) shall be notified fourteen (14) days prior to position elimination, reduction of hours, or layoff.
  - d. The employee(s) affected by position elimination or reduction in hours may bump the least senior person with hours as similar to his/her own within his/her wage classification provided the employee meets the qualifications as determined by the job description. Employees who work fewer than thirty (30) hours per week may bump an employee with the same or the most similar hours to their current position. Employees who work thirty (30) or more hours per week may bump the least senior employee who holds a position of thirty (30) or more hours per week. In the event a part-time position is not available to a more senior part-time employee, that employee may bump the least senior thirty (30) or more hour employee. If there is not a position within his/her own wage classification that an employee qualifies to bump into in accordance with Article 7 – Section 1, an employee may bump into a position within a lower wage classification. Benefited positions will not be de-benefited through this process; however, employees may lose benefits as a result of being bumped. Bumping rights must be exercised within seven (7) non-weekend days after the notice of position elimination or reduction of hours.

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

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

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

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



## ARTICLE 18

### Jury Duty

1. An employee required to serve jury duty or who is subpoenaed as a witness in a civil or criminal case during the hours of his/her regular work shift will be paid the difference between the stipend for such service and his regular wages.
2. The employee shall be required to sign a form provided by the school district which requests the court in writing that it either excuse him/her from jury duty service or delay his/her jury duty to a time that does not conflict with his/her duties of employment with the Jenison Public School District, in order to be entitled to the aforementioned differential pay.

**ARTICLE 19**  
**Employee Evaluation**

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

**ARTICLE 20**  
**Tuition Reimbursement**

1. The parties support the principle of continued education for employees. The Board of Education shall reimburse employees for tuition expenses for those courses approved by the Director of Personnel with an expenditure cap of \$15,000 per year for total association membership. Payment for the amount of tuition shall be made to the employee within thirty (30) days after the employee submits to the Director of Personnel proof of registration and payment. Employees who withdraw from or who do not complete courses during term of enrollment shall reimburse the District for tuition within thirty (30) days of the end of the term. The employee must return to the Jenison School system to be eligible for any tuition refund paid for summer coursework.
  
2. Reimbursement is limited to expense of credit only (not additional fees or books), and payment will be made on the following basis:
  - a. Full tuition reimbursement will be paid for the first nine (9) semester hours per year.
  
  - b. The Board of Education will not be responsible for tuition payment if courses are taken under a scholarship, grant, or are reimbursed in any way from another source.
  
  - c. Tuition will be paid on a prorated basis for part-time employees (i.e., 100% employees reimbursed at 100%; 60% employees reimbursed at 60%; 42% employees at 42%). Thirty (30) hours shall be considered as full-time.
  
  - d. If attending out-of-state or private institutions, the Board will reimburse at a rate comparable to the average of Western Michigan University, Michigan State University, and Grand Valley State University according to campus tuition rates.

**ARTICLE 21**  
**General Provisions**

1. If any provision or the application of any provision of this Agreement is found to be contrary to law, then that provision or application will be deemed null and void. The Board and Association shall meet promptly to renegotiate the affected provision.
2. This Agreement supersedes any rules, regulations or practice of the Board, which may be contrary to or inconsistent with its terms.
3. For the duration of this Agreement the Association agrees that it will not directly or indirectly engage or assist in any strike as defined by the Public Employment Relations Act. The Board agrees that it will not lock out its employees.
4. During the negotiations leading up to this Agreement, each party had the opportunity to bargain on all proper matters. This represents the entire agreement of the parties. It is further expressly understood and agreed that during its term neither party shall be required to engage in further collective bargaining on any matter or subject mentioned herein unless a change has been made that affects the statutorily mandated subjects of bargaining.

**ARTICLE 22**  
**Promulgation**

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

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

This Contract Extension Agreement including Appendix A, shall become effective July 1, 2007 and shall remain in effect through June 30, 2009.

**FOR THE ASSOCIATION:**

*Kary Solomki*  
President

*Sharon Potocki*  
Secretary/Treasurer

**BOARD OF EDUCATION**

*Mary Grant*  
President

*Way A. Walster*  
Vice President

*[Signature]*  
Secretary

*William Woalke*  
Treasurer

**APPENDIX A**  
**Secretarial/Paraprofessional Schedule of Wages**

**CLASS I** -Instructional Assistants, Cafeteria/Recess Assistants, Locker Room Assistants, Media Assistants, and Secondary Clerical Assistants.

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$10.78	\$11.00
2	11.21	11.44
3	11.69	11.93
4	12.10	12.36
5	12.51	12.78
6	13.06	13.34
7	13.56	13.84
Longevity (Years of Service)		
10 Years	\$14.33	\$14.63
13 Years	14.59	14.89
15 Years	14.88	15.20

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

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$11.08	\$11.32
2	11.55	11.80
3	12.06	12.32
4	12.62	12.88
5	13.13	13.40
6	13.77	14.06
7	14.41	14.72
Longevity (Years of Service)		
10 Years	\$15.17	\$15.49
13 Years	15.41	15.74
15 Years	15.72	16.05

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

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$11.39	\$11.63
2	11.90	12.15
3	12.44	12.70
4	13.13	13.40
5	13.73	14.02
6	14.46	14.77
7	15.26	15.58
Longevity (Years of Service)		
10 Years	\$16.02	\$16.35
13 Years	16.24	16.58
15 Years	16.57	16.92

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

<u>Step</u>	<u>2007-2008</u>	<u>2008-2009</u>
1	\$13.15	\$13.42
2	13.70	13.99
3	14.34	14.64
4	15.07	15.38
5	15.76	16.09
6	16.52	16.86
7	17.26	17.63
Longevity (Years of Service)		
10 Years	\$18.07	\$18.45
13 Years	18.35	18.73
15 Years	18.71	19.10

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

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



APPENDIX B

PERTINENT LETTERS OF UNDERSTANDING  
Documented on Following Pages

To: JPS Employees

Fr: Tom TenBrink, Superintendent  
Rich Fink, Jenison Education Association President  
Mary Golembieski, Secretarial/Paraprofessional President  
Dave Hinkle, Custodial/Maintenance President  
Mary Earl, Transportation President

Re: Clarification of Family Sick Leave

Da: May 23, 2005

Employee contracts and agreements state that an employee may use up to fifteen (15) days of sick leave annually "for illness of his/her legal dependents residing within his/her household and for care of his/her mother, father, mother-in-law, father-in-law, children, son-in-law and daughter-in-law, regardless of residence in the household, when critically ill or when the physical presence of the [staff member] is medically necessary at times which conflict with his/her [professional] duties."

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

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

*Rich Fink* CMT Pres. *Mary Earl Pres.*  
*4/10/05 Transportation*

*Richard G. Fink* 5/3/05  
*Mary Golembieski* 6-2-05

LETTER OF AGREEMENT

Between the  
Jenison Public Schools  
and the  
Jenison Secretarial/Paraprofessional Association/MEA/NEA

Re: Vacancy/Seniority Grievance

In order to resolve the grievance filed by the Association over the decision to select lower seniority bargaining unit members for 3 vacancy postings dated 8/23, 24, and 25/06 (Sandy Hill Assistant, Junior High Assistant, and Senior High Media Assistant), the parties do hereby agree to the following:

1. There were more seniored applicants for the abovementioned positions who were not selected for the positions.
2. The Association has asserted that, in some of these instances, these more senior applicants had the needed qualifications to perform these jobs.
3. The administration has asserted that the candidates chosen were the best candidates in the opinion of the parties making the selection.
4. Some of the more senior applicants who were not selected for the positions have since then been given additional hours or assignments in order to more "make whole" their reduction of hours compared with the previous school year.
5. There now exists 2 vacancies, with similar qualification requirements, that previously unselected and "not yet made whole" applicants for the original 3 positions could be placed in.

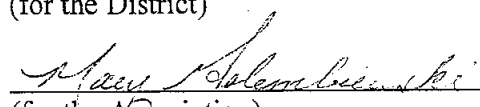
It is agreed that the most senior of these original applicants (who have not been "made whole" in some other way) will be assigned to these positions once school resumes from the holiday break in January 2007.

6. Additionally, it is agreed that, going forward, when there exists for a vacancy/position, 2 or more applicants who "meet" the qualifications of the job description as specified on the posting, the most senior of the group will be the person selected to fill that position. Said differently, the qualifications only need to be "met" not "exceeded" in order for seniority to break a tie.
7. An updating of job descriptions will occur jointly between the district and Association. This will be done, at first, prior to the posting of newly created vacancies. Afterward, this will continue as time allows until all positions have been newly described or reviewed.
8. Additionally, it is understood that as new needs and shifting needs occur, subsequent postings may need to contain modifications from previous versions.

The above settles this grievance with prejudice and this Agreement is meant to further clarify the understanding between the parties as it pertains to Article 7 of the Master Agreement.

  
\_\_\_\_\_  
(for the District)

12/19/06  
(date)

  
\_\_\_\_\_  
(for the Association)


12/19/06  
(date)

**SECRETARIAL/PARAPROFESSIONAL  
LETTER OF UNDERSTANDING  
Clarification of Part-time Personnel Bumping Positions Held by Full-  
time Personnel  
Article 17: Reduction of Personnel and Recall  
SP Master Agreement  
2005-2007**

The language of Article 17 "Reduction of Personnel and Recall" Section D. of the current Master Agreement that the parties agree to amend in practice reads as follows: "In the event a part-time position is not available to a more senior part-time employee, that employee may bump the least senior thirty (30) or more hour employee."

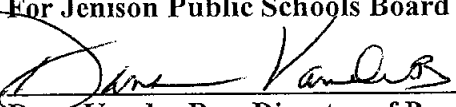
When more than one part-time higher senior employee's position is reduced or eliminated, an existing thirty (30) hour or more position held by the least senior full-time employee shall be offered to the most senior impacted employee first. If that employee refuses the position, it shall be offered to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

For the Secretarial/Paraprofessional Association:

  
\_\_\_\_\_  
Mary Golembiewski, SP Association President

8-1-06  
\_\_\_\_\_  
Date

For Jenison Public Schools Board of Education:

  
\_\_\_\_\_  
Dana VandenBos, Director of Personnel/Curriculum

8/1/06  
\_\_\_\_\_  
Date

APPENDIX C

PERTINENT BOARD OF EDUCATION POLICIES

**DISCLOSURE OF PUBLIC RECORDS**

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

Requests for access to records shall be made in writing (including FAX or e-mail) to the FOIA coordinator. The superintendent is designated as the FOIA coordinator for all central office records maintained by the district and each building principal is likewise designated for all records established and maintained at the building level. Requests to inspect or copy public records shall sufficiently describe the record so that it can be easily identified and located by the appropriate FOIA coordinator.

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

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

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

The FOIA coordinator shall charge a fee to cover actual costs of providing access to and/or copies of public records. Fees for responding to a request shall be assessed as follows: A) photocopying charges of ten cents per page, or if the nature of the duplication necessitates duplication by outside sources, the actual cost of employing such outside sources; B) actual mailing costs; C) labor cost incurred in duplication and mailing assessed at the hourly wage of the lowest paid employee of the district capable of retrieving, copying, and mailing the information necessary to comply with the request; D) labor costs for search, examination, review, and deletion or separation of exempt from non-exempt information, at the hourly wage of the lowest paid employee of the district capable of complying with the request.

Upon receiving a request, the coordinator shall inform the person making the request of the estimated cost for processing the request. If the estimated cost exceeds \$50, the coordinator shall require a good faith deposit of one-half of the estimated fee before processing the request. No charge for the first twenty dollars of a fee may be made to an individual who proves indigency or receipt of public assistance. State guidelines for determining free and reduced cost meals to families shall be used as guidelines to

determine indigency. At the discretion of the superintendent, charges may be waived if providing free provision of the service is in the public interest. Revenue from copying public records shall be deposited in the general fund of the school district. Under no circumstances shall the original record documents be allowed to leave their usual building location without the approval of the appropriate FOIA coordinator.

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

Legal Reference: MCLA 15.231 through 15.243

Adopted: 02/16/98

### Employee Drug And Alcohol Abuse Prevention Policy

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

#### **Responsibility:**

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

1. The provision of the written certification to the Department of Education that the Board of Education has adopted and implemented an Employee Drug and Alcohol Abuse Prevention Program as a requirement of the Drug-Free Schools and Communities Act.
2. The distribution of this policy to all employees which includes a copy of the standards of conduct required by the policy, the statement of disciplinary sanctions, as well as notification that compliance with the standards of conduct is mandatory.
3. A biennial review of the Employee Drug and Alcohol Abuse Prevention Policy to determine its effectiveness and implement changes as necessary and ensure that disciplinary sanctions are consistently enforced.
4. The provision of access to personnel records, documents, and any other information necessary to review the adoption and implementation of the school district's Drug and Alcohol Abuse Prevention Program if the Michigan Department of Education selects the Jenison Public Schools for review.
5. The provision of information, upon request, to the United States Department of Education, and the public about the elements of the school district's Employee Drug and Alcohol Abuse Prevention Program, including the results of its biennial review.
6. The maintenance of records related to the school district's compliance with certification requirements of the Drug Free Schools and Communities Act.

#### **Standards of Conduct:**

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

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



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

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

### **Disciplinary Sanctions:**

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

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

### **Counseling, Rehabilitation, and Re-entry Programs:**

Information about any drug and alcohol counseling, rehabilitation and/or re-entry programs is available to employees from River Valley Recovery Center, Glenbeigh Hospital, or Pine Rest Christian Hospital. The school district's provision of this information neither constitutes an endorsement of the counseling, rehabilitation, or re-entry program, nor is it an express or implied offer to pay, in full or in part, any expenses which the employee may incur for his/her participation in such a program.

### **Legal Authority:**

20 USC S 3171 et seq.; 34 CFR Part 86 et seq.; MCL 37.1211; MCL 380.1275; MCL 380.1300.

Adopted: 10/1/90

Revised: 5/20/91

### Sexual Harassment Policy

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

"Sexual Harassment" is prohibited and is defined as:

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

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

- A. Verbal: Sexual innuendoes, suggestive comments, jokes of a sexual nature, sexual propositions, threats.
- B. Non-verbal: Sexually suggestive objects or pictures, graphic commentaries, suggestive or insulting sounds, whistling, obscene gestures.
- C. Physical: Unwanted physical contact of a sexual nature, including but not limited to touching, pinching, coerced sexual intercourse, assault.

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

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

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

## **SEXUAL HARASSMENT COMPLAINT PROCEDURE**

1. An employee or student ("Complainant") who believes he/she has been sexually harassed by an employee should promptly report the complaint by notifying any one of the following: Monitors designated by the superintendent, the employee's supervisor, or a building principal. If the complaint is not reported directly to the Monitor, the supervisor or building principal will in turn notify the Monitor. The Complainant may be requested by the Monitor to

provide a written report of any allegation(s) of sexual harassment. In no circumstance is the Complainant required to notify the alleged offender.

2. During the investigation, complaints will be handled in a timely and confidential manner to the greatest extent possible, and consistent with any relevant Board policies and contractual rights. Confidentiality is desirable to protect the privacy of the Complainant, to encourage the reporting of any incident of alleged sexual harassment, and to protect the reputations of the individuals involved.
3. The Monitor will conduct a fair, thorough and timely investigation of the allegation(s). The investigation will include consideration of the nature of the alleged activity and the context in which the alleged activity occurred. At the onset of the investigation, both the Complainant and the employee against whom the complaint is filed shall receive a copy of the Sexual Harassment Policy including the Complaint Procedure and shall be told they may have representation at any and all meetings held in connection with the sexual harassment complaint. An investigation will normally include conferring with the parties involved, as well as any named or possible witnesses. An employee against whom a complaint is filed shall receive a fair and impartial review of the allegation(s). During the investigation the Complainant or individual against whom the allegations are made may have a representative present consistent with any Board policies or contractual rights.

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

4. If the evidence obtained as a result of the investigation reveals that the complaint is valid, the Monitor will recommend a resolution to the Complainant and to the employee against whom the complaint has been filed. If the recommended resolution is acceptable to both parties, the Monitor shall provide a report with the Monitor's recommended resolution to the Superintendent for review and action. The Monitor will refer cases directly to the Board of Education should any conflict of authority arise. If the Monitor's recommended resolution is not acceptable to any party, either party may request that the Monitor schedule a full review of the allegations by the Superintendent. Such review will include, but is not limited to, an opportunity for each party to address the Superintendent and for the investigating Monitor to provide the investigation report and recommended resolution to the Superintendent.
5. The Superintendent may take such action as is consistent with this policy, other policies and practices, written or otherwise, and any relevant labor agreements. If the Superintendent determines that the complaint is valid, prompt attention and action designed to stop the harassment immediately and to prevent its recurrence will be taken. The school considers sexual harassment to be a major offense which can result in discipline up to and including discharge of the offending party consistent with any Board policies, labor agreements or state or federal law.
6. The District will be responsible for providing each, full- or part-time, employee with a copy of this policy and sign that they have received a copy of this policy. This policy shall be readily

available to any party requesting it. The District will provide appropriate training to sensitize employees to sexual harassment concerns in the workplace. Prior to implementation of such training, the school district will consult with association representatives.

First Reading: October 15, 1990  
Second Reading: November 5, 1990  
Adopted: November 5, 1990

First Reading of Negotiated Revision: February 4, 1991  
Second Reading of Negotiated Revision: February 18, 1991  
Adopted: February 18, 1991

**Corporal Punishment**

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

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

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

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

First Reading:           October 3, 1994  
Second Reading:       October 17, 1994  
Adoption:               October 17, 1994

Replaces Policy #5131.7

## **ALTERNATIVES TO CORPORAL PUNISHMENT**

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

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

## A Comparison of Corporal Punishment Legislation

	1988 PA 521	1992 PA 6
<b>Definition</b>	The deliberate infliction of physical pain by any means upon the whole or any part of a pupil's body as a penalty or punishment for a pupil's offense.	The deliberate infliction of physical pain by hitting, paddling, spanking, slapping or any other physical force as a means of discipline.
<b>Prohibited Conduct</b>	To threaten to inflict, to inflict, or cause to be inflicted corporal punishment upon any pupil.	To inflict or cause to be inflicted corporal punishment upon any pupil under any circumstances.
<b>Use of Reasonable Force</b>	Such reasonable physical force as may be necessary: 1. To protect any person from immediate physical injury. 2. To obtain possession of a weapon or other dangerous object upon or within the control of a pupil. 3. To protect property from physical damage.	Reasonable physical force upon a pupil as necessary to maintain order and control for the purpose of providing an environment conducive to safety and learning.  May use necessary, reasonable physical force upon a pupil: 1. To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school functions if the pupil has refused to cease from further disruption. 2. To act in self-defense or the defense of others. 3. To prevent the infliction of harm on the pupil or another. 4. To quell a disturbance that threatens physical injury to any person. 5. To obtain possession of a weapon or dangerous object upon or within the control of a pupil. 6. To protect property.
<b>No Civil Liability</b>	For the use of reasonable physical force arising from an action brought by a pupil.	For the use of reasonable physical force arising from an action brought by a pupil or a person of school age in a school-related setting.
<b>School Board Disciplinary Hearing</b>	May provide a hearing.	May provide a hearing. Deference shall be given to reasonable good faith judgments made by an employee, volunteer, or contractor.
<b>School District Duties</b>	Distribution of a list of alternatives to the use of corporal punishment to employees, volunteers, and contractors.	Distribution of a list of alternatives to corporal punishment to employees, volunteers, and contractors.
<b>Duties of Department of Education</b>	Provide assistance to schools that request help with development of the list of alternatives.	Develop, implement, and enforce a code of student conduct.  Develop a model list of alternatives to corporal punishment and distribute it to all public schools and to private schools that request it.



**STUDENT ANTI-HARASSMENT**

A safe environment of mutual respect for the rights of others must prevail if schools are to fulfill their educational purposes. Students are encouraged to form, hold, and express their own beliefs and opinions. However, a student's exercise of free expression must not interfere with the rights of other students, and all students must be able to learn and grow in an atmosphere which is free from any form of harassment.

Harassment for the purposes of this policy shall be defined as verbal, physical, or written behavior which:

- A. intimidates individuals or groups on any basis including race, ethnic background, national origin, religion, gender, sexual orientation, marital status, height, weight or other physical characteristics, socio-economic status, academic ability, or disability.
- B. involves an expressed or implied threat to personal safety;
- C. has the effect of interfering with an individual's participation in the curricular or extracurricular activities of the school district.

Harassment also includes sexual behavior such as:

- A. making unwelcome sexual advances or requests for sexual favors, or other verbal or physical conduct of a sexual nature;
- B. making submission to or rejections of such conduct, the basis for decisions affecting the student;
- C. creating a sexually intimidating, hostile, or offensive school environment, which would adversely affect either the performance or psychological well being of a reasonable person in the harassed student's situation.

A student who feels he or she is being harassed by peers or by a staff member of the district, or is aware of the harassment of another student(s), shall report such incidents to a building administrator, counselor, teacher, school psychologist, school social worker, paraprofessional, or other school personnel.

The staff member receiving a student's report, a parent's report, or observing an incident of alleged harassment will refer the alleged incident to a building administrator or, as necessary, to the Superintendent. If the receiving administrator determines that harassment has occurred, they will take steps to end harassment. In the event that the nature and magnitude of the incident(s) warrant further follow-up measures, the administrator will report harassment to the Superintendent or his or her designee. The Superintendent or his or her designee will initiate a further investigation of the harassment charges and implement follow-up measures which he or she believes are appropriate, including support for the targeted student and awareness training/counseling for the student or staff member who harasses.

Should the investigation of the harassment incident(s) reveal that disciplinary action is warranted, it will be taken in accordance with policies and procedures adopted by the Board of Education.

## **Implementation**

An annual program for sensitizing all staff and students will be implemented. Families of all currently enrolled students will be provided with a copy of the student anti-harassment regulation, which will be incorporated in all student handbooks.

Parents shall be informed annually of the existence of this regulation in such manner as directed by the Board of Education.

References: Title IX, 20 USC 1681  
Civil Rights Act, 42 USC 1983  
Public Act 263 of 2000  
MCLA 380.1312(8)

Adopted: 03/03/03

## HARASSMENT INCIDENT REPORT FORM

We maintain a firm policy prohibiting all forms of harassment. All persons are to be treated with respect and dignity. Harassment by any person—male or female—which creates an intimidating, hostile, or offensive environment, will not be tolerated. If you believe you are a victim of harassment, complete this form with the assistance of a staff member. The proper school authorities will then investigate your complaint.

Student Name: \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ Zip: \_\_\_\_\_ Home Phone # \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Home Phone # \_\_\_\_\_ Work Phone # \_\_\_\_\_

Date(s) of alleged incident(s): \_\_\_\_\_

Name(s) of person(s) you believe harassed you: \_\_\_\_\_

List any witnesses who were present: \_\_\_\_\_

Where did the incident(s) occur? \_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what type of force, if any, was used; any verbal statements (i.e., threats, requests, demands); what, if any, physical contact was involved; what you did to avoid the situation, etc. (Attach additional pages, if necessary.)

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This complaint is filed based on my honest belief that the above named individual(s) harassed me. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

**ACCEPTABLE USE OF TECHNOLOGY**

The use of information technology in the Jenison Public Schools is an opportunity extended to students, faculty, and staff to enhance learning, productivity, and information processing. Computer hardware and software, including telephones, of the Jenison Public Schools shall be used for educational purposes specified by the Board of Education and staff of the Jenison Public Schools. The use of computer and related equipment and software for the purpose of sending or receiving information or images of a pornographic or prurient nature is expressly prohibited. Access to the Internet will be filtered and all technology may be monitored. For district approved web sites, see School Board policy #0270.

**RIGHTS**

Students and staff:

- may use hardware and software for which they have received permission to use;
- may access information from resources outside the school district; and
- may access the Internet to receive and send information.

**RESPONSIBILITIES**

Students and staff are responsible for:

- Utilizing information technology for educational purposes, including, but not limited to, the attainment of outcomes, goals, and objectives specified in curriculum documents of the district or otherwise delineated by teachers, administrators, and the Board of Education;
- Using hardware and software in a manner that enables its ongoing usage;
- Adhering to the rules, including, but not limited to, those posted in classrooms or computer labs or otherwise specified by school employees, for the use of hardware, software, labs, and networks in the school.
- Obtaining permission from a school official before bringing in their own software and using it on school equipment;
- Avoiding installing computer viruses or enabling the spread of such viruses on school equipment;
- Keeping hardware and software from being relocated, removed from school premises, or modified without permission of an administrator;
- Maintaining the privacy of passwords and are prohibited from publishing or discussing passwords;
- All material received from sources outside the school district, including the Internet, under his/her user account and for accepting responsibility for keeping all pornographic material, inappropriate text files, or files dangerous to the integrity of the school's network, equipment, or software from entering the school;
- Avoiding the malicious use of information technology to disrupt the use of technology by others, to harass or discriminate against others, or to infiltrate unauthorized computer systems;
- Adhering to the law and district policy pertaining to copyright and privacy rights in the use of hardware and software and in the transmission or copying of text or files;
- Understanding that e-mail does not have the privacy safeguards of regular mail and telephone communication;

- Understanding that all material stored on computers or other information technology equipment is subject to review by school officials;
- Avoiding using the technology for private business, product advertisement, or political lobbying; and,
- Understanding that the personal use of district-owned technology may be only on an occasional and incidental basis.
- Avoiding the unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
- Using e-mail, chat rooms, and other forms of direct electronic communication only for purposes related to education.

### **DISCIPLINARY ACTION**

Students and staff violating any of these Rights and Responsibilities will face disciplinary action, which may include:

- Banning their using school information technology
- Making full financial restitution for any unauthorized expenses incurred or any damages caused;
- Attending training sessions; and
- Facing additional disciplinary action deemed appropriate in keeping with the disciplinary policies and guidelines of the school system including dismissal from employment, litigation, or expulsion from school.

Adopted: 10/23/95

Revised: 02/05/01

Revised: 07/08/02