



East Lansing Board of Education

509 Burcham Drive, East Lansing, MI 48823

Regular Meeting
November 23, 2020 - 7:00 PM
Zoom meeting

Agenda



I. Opening of Meeting

A. *Call to Order*

B. *Roll Call*

C. *Mission: Nurturing Each Child, Educating All Students
Citizens*

D. *Approval of Agenda*

*Motion: The Board of Education approve the agenda for the November 23, 2020
regular meeting via Zoom.*

E. *Approval of Minutes*

November 9, 2020

*Motion: The Board of Education approve the regular meeting minutes
from November 9, 2020.*

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II. Superintendent's Report

III. Bond Update

IV. Public Hearing

A. Opening of Public Hearing on the need for added affirmative consent content to the high school sexual health curriculum.

B. Comments from Mary Ellen Vrbanac, ELPS Sex Education Director.

C. Public Comment on the need for added affirmative consent content to the high school sexual health curriculum.

D. Close of Public Hearing.

V. Public Comment: This is the opportunity to address the Board. Speakers are to confine their remarks to five minutes. If a speaker requires more than five minutes, after all other persons who have requested to speak during this part of the meeting have spoken, that speaker will be allowed additional time. The Superintendent or other district staff may comment to clear up or avoid significant misunderstandings.

VI. Board Discussion

VII. Action Items

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A. Added Content on Affirmative Consent

Motion: The Board of Education approve the addition of affirmative consent content to the high school sexual education curriculum as presented.

B. Religious and Cultural Calendar

Motion: The Board of Education approve the 2020 - 2023 Religious and Cultural calendar as presented.

C. Termination of contract with Midwest Wall Company, LCC for Pinecrest and Whitehills building projects

Motion: The Board of Education terminate for cause the right of Midwest Wall Company, LLC to proceed with work under the District's contract with that company for the Pinecrest and Whitehills sites, subject to certification by GMB Architects & Engineers that sufficient cause exists to justify such actions and upon consultation with Clark Construction Company regarding the same.

D. IUOE TA for FY 2020-21

Motion: The Board of Education approve the changes to the agreement between the East Lansing Board of Education and the International Union of Operating Engineers Local #324 AFL-CIO through June 30, 2021 as presented.

E. MIOSHA Remote Work Policy

Motion: The Board of Education adopt Policy #5342 - Temporary Remote Work Policy for Michigan Occupational Safety and Health (MIOSHA) Compliance as presented.

F. Recertification of the Extended Continuity of Learning Plan

Motion: The Board of Education recertify the Extended Continuity of Learning Plan to extend remote learning for all grades through at least January 15, 2021. In-person instruction will be offered no earlier than January 19, 2021, and this start date for offering in-person instruction will either be recertified or amended at the December 14, 2020 Board of Education meeting.

VIII. Committee Reports

- A. Academic and Technology Committee
- B. Facilities Committee
- C. Finance Committee
- D. Intergovernmental Relations
- E. Personnel Committee
- F. Policy Committee

IX. Announcements

X. Adjournment

Respectfully Submitted,

***Dori Leyko
Superintendent***

Minutes of the Regular Meeting
Of the
East Lansing Board of Education
Via Zoom
Meeting ID: 843 7718 5757
November 9, 2020
7:00 p.m.

Opening of Meeting

Board President Erin Graham called the meeting to order at 7:05 p.m.

Roll Call

Present: Terah Chambers, Kath Edsall, Erin Graham, Chris Martin, Nichole Martin, Kate Powers and Dori Leyko

Absent: Hillary Henderson (7:42 p.m.)

Approval of Agenda

Motion 20-21/045 Moved by Mr. Martin and supported by Dr. Chambers that the agenda for the regular meeting via Zoom of November 9, 2020 be approved, as presented.

Roll Call Vote:

Ayes – Graham, Chambers, Edsall, C. Martin, N. Martin, Powers

Nays – None

Absent - Henderson

The motion carried unanimously.

Approval of Minutes

Motion 20-21/046 Moved by Dr. Chambers and supported by Ms. Martin that the minutes of the October 26, 2020 regular meeting be approved, as presented.

Roll Call Vote:

Ayes – Graham, Chambers, Edsall, C. Martin, N. Martin, Powers

Nays – None

Absent - Henderson

The motion carried unanimously.

Superintendent’s Report

ELPS Instructional Delivery through Winter Break

At the October 26 meeting, the Board of Education voted to extend remote learning through the calendar year and begin to offer in-person instruction after winter break. Should COVID health and risk conditions at the time support a transition to in-person instruction, students in preK – grade 5 would have an orientation week the week of January 4, 2021, with middle and high school students beginning with an orientation week the week of January 18, 2021.

The Board of Education is required to recertify the plan on a monthly basis. Action on the plan and timeline is expected to occur at the November 23 and December 14 Board of Education meetings. Recommendations will be made prior to those meetings based on current health and risk conditions.

A draft of a metric document to inform decisions around in-person instruction will be shared later this meeting.

Planning for the Offering of In-Person Instruction – FAMILY SURVEY INITIAL RESULTS

Thank you for assisting with our planning by completing last week’s family survey. Our staff followed up with many families in order to significantly increase our response rate (over 3000 responses - approx. 85% district wide). Current responses indicate the following:

District-wide: 60% of students would return in person if offered in January, 40% would remain online

Elementary: 64% of students would return in person if offered in January, 36% would remain online

Middle School: 60% of students would return in person if offered in January, 40% would remain online

High School: 55% of students would return in person if offered in January, 45% would remain online

Weekly Attendance Rates by Building

Percent of Students who Participated in One or More Classes through Virtually Present Attendance at a Live Session or through Two-Way Communication

	East Lansing High School	MacDonald Middle School	Donley	Glencairn	Marble	Pinecrest	Red Cedar	Whitehills
9/21 - 9/25	98%	97%	97%	100%	97%	100%	96%	99%
9/28 - 10/2	98%	98%	96%	99%	98%	99%	93%	98%
10/7 - 10/13	97%	97%	100%	99%	98%	100%	97%	100%
10/14 - 10/20	98%	97%	99%	99%	98%	100%	99%	98%
10/21 - 10/27	98%	98%	99%	99%	98%	100%	99%	99%
10/28 - 11/3	98%	96%	99%	100%	97%	99%	99%	
11/4 - 11/10								

11/11 - 11/17								
11/18 - 11/24								

ELPS COVID-19 Dashboard

As of Oct. 12, 2020, school districts are required to publicly post suspected and confirmed school-related COVID cases on their websites.

ELPS will work with the Ingham County Health Department (ICHHD) to receive and share data regarding school-related cases. The ICHHD determines what is a probable or confirmed case. According to the Michigan Department of Health and Human Services (MDHHS), a “school associated case” means a case of probable or confirmed COVID-19 amongst students, teachers, staff members, coaches, volunteers or any other person who was present on school property or at a school function under circumstances that may result in the transmission or contraction of COVID-19 during their infectious period. As directed by the MDHHS, the ICHHD must share probable or confirmed cases with schools within 24 hours. Schools will then post the information received in a public place within 24 hours of notification from the health department.

Here is a link to our district’s dashboard: <https://elps.us/our-district/district-covid-19-dashboard/>

Athletics and Activities Update

ELPS plans to offer high school winter athletics but is strongly considering a delay in all competitions at least until after winter break. We also are considering limiting practices to no more than three days per week in order to limit the number of students who are in the building and utilizing the gym and other facilities each day. We are in discussion with other district superintendents and athletic directors across the conference about these and other options.

Additional opportunities for groups or clubs to gather in-person onsite are also possible evaluated on a case-by-case basis.

ELPS will not be offering interscholastic winter middle school athletics. The City of East Lansing's Parks, Recreation and Arts Department is currently working on creating a self-contained recreational basketball training program for grades 2-8. This activity would begin in mid-January and run for 7 to 8 weeks.

This offering would be subject to the protocols and mandates regarding Covid-19. The Parks, Recreation and Arts Department hopes to be able to have more information available soon, with registration available in early December.

Chromebook Distribution Continues

Chromebook distribution at MacDonald Middle School at 1601 Burcham Drive resumes tomorrow! Please use the entrance off Hagadorn Road and follow the signs.

Check out will begin for ALL 3rd - 9th GRADERS on the following schedule at MacDonald Middle School:

- Mon. Nov. 9 9 AM - 3 PM
- Tue. Nov. 10 9 AM - 3 PM
- Wed. Nov. 11 9 AM - 6 PM

From Nov. 2 - 11, laptops will be collected, cleaned, and reimaged so that they can be made available for check out to ALL 10-12 Graders on the following schedule at MacDonald Middle School:

Mon.	Nov. 16	9 AM - 3 PM
Tue.	Nov. 17	9 AM - 3 PM
Wed.	Nov. 18	9 AM - 6 PM

Discussion followed.

Bond Update

- Pinecrest and Whitehills
 - Completing last few panels, canopy, gutters and downspouts.
 - Completing punchlist items
 - I also want to give the Board a heads-up that we intend to make a recommendation at the November 23 Board of Education meeting to terminate the contract with Midwest Wall if we don't have substantive work completion by November 18. This includes all contract obligation work and work completion list work. We've worked with our attorneys, Midwest Wall, and their bonding company and have communicated these plans with all parties.
- Marble
 - Masonry and brick are continuing.
 - Roof framing and roofing are in progress.
 - Geothermal wells are being drilled.

The full Bond Update including pictures can be found at <https://elps.us/our-district/bond-updates/>.

Presentation

Mental Health Advisory Committee, Natalie Moser, Matthew Morales, and Heather Findley

Discussion followed.

Public Hearing

Opening of Public Hearing on the need for added affirmative consent content to the high school sexual health curriculum

Comments from Mary Ellen Vrbanac, ELPS Sex Education Director

Public Comment on added affirmative consent content to the high school sexual health curriculum

Close of Public Hearing

Discussion followed.

Public Comment

- Nichole Biber, 1037 Blanchette Dr, East Lansing – Teaching climate change as a science

Board Discussion

A. Draft Guidance Metrics for In-Person Instruction

Ms. Leyko started the discussion stating there is a large variety of data and how to use it to prepare to return to in-person instruction. This information is very complex and really can't be simplified. There are three things they need to look for: active cases in school buildings, the local percent positivity rate, and local cases per million.

Ms. Martin is thankful for putting together the metric data and appreciates the tables and information as to where we are now and also showing the trend as it moves up and down.

Ms. Powers questioned if school related positive cases included the 8 presumptive cases. It is possible they contracted it at school but not positive. There is a good deal of data to look at as we move forward. She asked the other Board members their thoughts.

Dr. Chambers again thanked everyone for all of the work they have been doing and wanted to let them know she appreciates it. She said doing it right is better than doing it fast. She appreciates the tool Ms. Leyko presented and wanted to remind everyone there are things not in the data that still need to be considered. This is a tool not a contract. It is a way for the Board to consider how to proceed. They rely on effective school leadership.

Ms. Leyko said there is no easy place to be right now. After speaking with other Superintendents, those that are in-person are barely hanging on and are making plans to move to virtual.

Mr. Martin appreciates the third page of the guidance metrics. This is helpful information showing a snapshot of where we are in terms of cases per million and asked that it be updated on a weekly basis. This is a very helpful tool to provide to the community.

Ms. Leyko stated that is a little uneasy that we are at the highest cases and still in Category "A".

Dr. Graham asked is Ms. Leyko is looking for formal action on the metrics or just feedback from the Board through Board Discussion?

Ms. Leyko felt formal action is limiting and this should be kept as a working document.

Dr. Edsall is thankful for the consolidation showing more a picture at a glance. She appreciate all of the hard work. This gives an idea of where the district lays.

Dr. Graham asked when are families going to ask to commit and maybe there needs to be an explanation to families on how to understand the charts.

Committees

Academic and Technology: next meeting will be held November 13 at 2:00 p.m.

Facilities: No report

Finance: No report

Intergovernmental: No report

Personnel: Waiting to hear back from committee members on Superintendent Contract.

Policy: No report

Announcements

- Ms. Martin congratulated the high school cross country team and football team. It was nice to see the band at the football game.
- Ms. Martin also mentioned at the last ISOA meeting it was stated that FAFSA completion is at an all-time high. Dr. Graham mentioned there was a big push from the Governor's Office.
- Dr. Chambers congratulated the newly nominated school board members: Trustee Walton, Trustee Lyons and Trustee Fink. They will officially join the Board in January. Thank you to everyone who ran for school board.

Adjournment

The meeting adjourned at 9:06 p.m.

PRESIDENT

SECRETARY

Public Hearing Dates: November 9 & 23, 2020

To: East Lansing Board of Education

From: Sex Education Advisory Board

Re: Recommendation for Approval of Added Content on Affirmative Consent

Need for Added Affirmative Consent Content:

The high school sexual health curriculum contains content on consent. The health teachers report added content is needed for students to practice distinguishing whether or not affirmative consent is given in various situations in the context of sexual contact. The SEAB has reviewed and is recommending that the following instructional guide be added. The strength of this guide are the scenarios accompanied by discussion where students determine whether or not affirmative consent was given. This increases students understanding of consent, communication skills and tools for setting boundaries.

- ***“Teaching Affirmative Consent: Practical guidelines to increase student understanding”***
Publisher ETR 2017 as supplement for evidence-based programs

Note: Portions of this guide are attached for your review.

Respectfully submitted by:

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Teaching Affirmative Consent

**Practical Guidelines to Increase
Student Understanding**

Gina Lepore, MEd

Brittany Louise-Hoffman Lucas, MPH, CHES

Marcia Quackenbush, MS, MFT, MCHES



Advancing Science
Reducing Risk
Improving Lives

Introduction

Why This Supplement Was Developed

Most of the proven programs addressing pregnancy, STD/HIV prevention and other aspects of sexual and reproductive health were originally designed and tested many years ago. Since then, cultural perspectives, organizational policies and local and national laws have changed. So have some trends in youth behaviors. Social media and Internet resources now play a significant role in informing young people about human sexuality and shaping youth behaviors.

Many of our evidence-based interventions (EBIs) benefit from modest updates that take some of these changes into account. One area where this is true is the matter of Affirmative Consent—the principle that positive and Affirmative Consent ("Yes Means Yes") must be offered by both partners actively and consistently throughout a sexual encounter.

We believe that creating positive norms about Affirmative Consent will play an important role in supporting healthy choices and reducing sexual risks. These standards assert that it is essential for young people both to know their limits in romantic relationships and to understand their own wishes. It is equally necessary that they discover and respect their partner's limits and wishes.

This supplement—which includes background information, a one- or two-session class and a Discussion Guide—was developed to offer educators opportunities to bring Affirmative Consent into lessons about sexual and reproductive health. It is designed to comply with guidelines for allowable adaptations in evidence-based programs. It can also be used with programs that are not considered evidence-based.

6 Good Reasons to Teach About Affirmative Consent

We think teaching about Affirmative Consent is a great idea. Here are some of the reasons why:

1. **It builds communication skills.** The practice of Affirmative Consent requires competence in communication, especially the ability to express one's own wishes and listen to and check in with a partner. This requires attention to both verbal and nonverbal communication, as well as the understanding that nonverbal communication is not always clear. Better communication can also build more satisfying sexual experiences at

whatever point students do become sexually active, they should have the skills in the context of Affirmative Consent to communicate their desires and boundaries. Additionally, mastering these skills will help students' general communication abilities.

- It offers a positive, respectful frame about consent. Affirmative Consent principles give young people a positive framework for making personal choices about romantic and sexual activity. The focus is on respecting personal limits while negotiating with a partner who respects their limits, rather than on defensive negotiation or pressure.

- It responds to shifting cultural norms.** Individual, organizational, and policy bodies are addressing Affirmative Consent and integrating it into educational programs. Educators now consider an Affirmative Consent approach an essential in effective sexuality education.

- It helps prevent sexual assault.** The primary goal of Affirmative Consent standards is to prevent sexual assault. When both partners in an encounter put Affirmative Consent principles into practice, sexual assault, by definition, cannot occur. Both partners must affirm that consent is present. If there is uncertainty or doubt about consent, sexual activity must stop.

We want young people to expect these standards of themselves and their partners. This can help build norms that encourage youth to leave situations where consent is not being respected, ideally before any assaultive behavior occurs.

- It supports law and policy.** In some states, this teaching helps schools and educators comply with laws and policies that require teaching about Affirmative Consent. It also helps inform students about laws and policies in their own communities and schools.

- It recognizes new social paradigms and addresses negative gender roles.** Young men are often socialized to believe it is their role to be a sexual aggressor and keep pressuring a partner who seems uncertain or says no. Young women are often socialized that they need to set limits repeatedly—they are responsible for keeping sex from becoming predatory. These messages create norms that suggest males must demand sex in a predatory manner, while females should not have sexual desires.

When we change these social paradigms through practices such as Affirmative Consent, we create opportunities for positive relationships built on mutual respect. Everyone can say yes, and everyone can say no. We limit the likelihood that sexual assault occurs as the result of misunderstanding, miscommunication or false expectations.



Affirmative Consent: Changing Norms

"Everything is about sex except sex. Sex is about power."¹

This saying brings home an essential truth. When we talk about norms and conventions related to sex and sexual consent, we are often actually talking about norms related to power.

Power to initiate sex. Power to grant access to sex. Power to deny that access.

In Western culture (and some others), males have historically been tasked with the role of sexual asserter-the power to initiate. Females have been assigned the role of sexual gatekeeper-the power to grant or deny access. At the intersection of these roles is sexual consent: the act of granting or denying permission to engage in sexual activity.

In the past, the outcomes of legal cases involving sexual assault or rape often turned on loopholes where a person charged with rape could be found innocent if the person claiming rape failed to utter a clear, unequivocal No. This might be so even if the claimant had passed out and could not speak. Or was too incoherent from substance use (voluntary or forced) to say No. Or too frightened. Or too confused or unsure of what he or she wanted in the first place. Or raised in a culture where saying No is not acceptable, especially for women. Or afraid of hurting the other person's feelings, or of risking violence in response to a No.

More recently, legislation has been introduced in some states with the intent of closing these loopholes. Sexual assault prevention policies at institutions of higher education have also expanded to include language on affirmative consent. These changes have catalyzed a shift in norms about sexual consent, particularly on college campuses. Increasingly, active consent given by both parties must occur regardless of the personal history, current roles or genders of those involved.

¹ Credited to Oscar Wilde, probably erroneously, but we love it anyway!

Continuing to Promote Positive Norms

Many young people today would challenge the notion that the conventional gender roles mentioned above—sexual asserter, sexual gatekeeper—still apply to them. Among their peers, it is often quite acceptable for females to initiate sex, and for males to decline. Increased acceptance and representation of LGBTQ individuals and experiences have also revised these norms, allowing for an understanding of sexual dynamics that is less constrained by gender roles, gender binaries or sexual orientation.

Yet it is also true that girls are often still shamed for being sexually assertive. Boys are often still encouraged to initiate sex, even if it's not what they really want to do. Further, we continue to hear of girls who are sexually assaulted and blamed, and boys who assault and are absolved. In order for norms related to consent to continue to change, it must become acceptable for everyone to say Yes and for everyone to say No—as they wish, when they wish, regardless of gender or sexual orientation.

We must relieve young men of the pressure to view sex as a means to establish masculinity or dominance. Within such a framework, boys are more likely to view sexual partners as objects, not whole people. Their confidence and self-concept may be influenced by their ability to have sex, even if this is not what they actually want.

Both young men and young women must be given the agency to freely say Yes or No to sex without being concerned about reputation or ability to keep a partner. When we require girls to be gatekeepers instead of active participants, they are likely to view sex as something to deny or endure rather than as something to honor, enjoy and participate in as they choose. This is especially important because the gatekeeper role ascribed to females promotes the notion that girls say No not because they mean it, but because they're "supposed" to; or that No actually means yes; or that girls expect boys to keep pressuring them. This is one of the factors contributing to the myth that false accusations of rape are common.²

When we endorse the historic norms, explicitly or implicitly, we set our youth up for sexual and emotional failure as they are just starting on their journeys as sexual beings. What if, instead, we encourage youth to employ authenticity and personal agency to guide their sexual choices, and discourage them from judging others' sexual choices? This has the potential to create a generation that has more genuine, consensual and fulfilling relationships.

² National Sexual Violence Resource Center (2012). False Reporting: Overview. Accessed 2/10/17 at http://www.nsvrc.org/sites/default/files/Publications_NSVRC_Overview_False-Reporting.pdf.

Who Commits Assaults and Rapes?

Exactly who perpetrates rape and sexual assault? Conflicting theories about this make it challenging to know where to focus prevention messages and interventions.

One long-standing theory is that a very small percentage of males (perhaps 6%) commit a substantial majority of rapes. These are severe repeat offenders.³

Another theory looks at a more complex possibility. There is data that suggests that some rapists are indeed severe repeat offenders. Others might rape once or twice. There is, additionally, a group that doesn't realize that their approach to sex is harmful, non-consensual and assaultive, and that what they are doing is, in fact, rape.^{4,5}

It is also true that some females sexually assault and rape. However, the rates of perpetration by males vastly overshadows those by females.^{6,7}

Whichever theory one prefers, one conclusion from the available data is that many young people *do* understand the concept of consent in sexual interactions. Many already ascribe to the norm that "No" means *No* and "Yes" is the only thing that means *Yes*. In all or most of their sexual encounters, these are the principles they put into practice.

Reaching All Students

This is one of the reasons we like the general approach of this lesson. It seeks to reach all students to address misperception of norms about consent. Building this understanding will be helpful for students at risk to commit assault as well as those who are unlikely ever to do so. It will also support those who might be harmed by the disrespect or assaultive behavior of others. Here's why:

- It affirms for young people who already recognize and respect the elements of consent that this is what most of their peers understand and practice, and it is what civil society expects of them .
- It boosts communication skills that can clarify for both partners whether or not consent is present.

3 Lisak D, Miller PM (2002). Repeat rape and multiple offending among undetected rapists. *Violence and Victims* 17(1): 73-84. Accessed 2/10/17 at <http://www.davidLisak.com/wp-content/uploads/pdf/RepeatRapeinUndetectedRapists.pdf>.

4 Thomson-D eveaux A (2015). What if most campus rapes aren't committed by serial rapists? *FiveThirtyEight*. Accessed 2/10/17 at <https://fivethirtyeight.com/features/what-if-most-campus-rapes-arent-committed-by-serial-rapists>.

5 Swartout KM, Koss MP, White JW et al (2015). Trajectory analysis of the campus serial rapist assumption. *JAMA Pediatrics* 169(12): 1148-1154. Accessed 2/10/17 at <http://jamanetwork.com/journals/jamapediatrics/fullarticle/2375127>.

6 National Sexual Violence Resource Center (2015). Statistics about sexual violence. *Info & Stats for Journalists*. Accessed 2/10/17 at http://www.nsvrc.org/sites/default/files/publications_nsvrc_factsheet_media_packet_statistics-about-sexual-violence_0.pdf.

7 Krebs CP, Lindquist CH, Warner TD, et al (2007). The Campus Sexual Assault (CSA) Study. Final report for NIJ Grant No. 2004-WG-BX-0010. Document No. 221153. Accessed 2/10/17 at <https://www.ncjrs.gov/pdffiles1/nij/grants/221153.pdf>.

- It strengthens the ability and resolve of all people to look for and insist on respect for these principles.
- It emphasizes that a relationship where personal boundaries and sexual limits are not respected is not healthy.
- It clarifies for individuals who are **not currently** clear about consent—particularly those at risk to act as **perpetrators**—that *it is never okay to pressure a person into sexual activity*. It **also confirms** that the only way to know if a partner consents is to hear a **clear yes, both** verbally and through body language.

Communication Is Key

Today's shifts in our understanding of consent reinforce that the absence of a clear No does *not* mean Yes. Only "Yes" means Yes. Too drunk to communicate coherently does not mean Yes. Passed out from fatigue or intoxication does not mean Yes. Had sex with one person last week does not mean Yes to someone else this week. Performed oral sex last night does not mean Yes to intercourse tonight. Said Yes to vaginal intercourse then does not mean Yes to anal intercourse now.

How can such clarifications and distinctions **be** negotiated between two people? Communication. And because in sexual encounters it is easy for people to misunderstand each other and the stakes are so **high**, more communication is better than less.

Encouraging a shift in our conceptualization of consent and how to communicate about it underscores this undeniable truth: people are better off when both partners involved in sexual activity are engaging with a resounding YES! Why would we want anything different, especially for our youth?

Teaching Affirmative Consent at the Same Time We Teach Refusal Skills

Refusal skill activities teach students how to resist pressure to have unsafe or unwanted sex. They are an essential component of many evidence-based sexual health interventions. Programs that include refusal skills have been found to increase youths' chances of avoiding unwanted sexual pressure. Students receive instruction on the process and then practice delivering effective refusals, such as saying No or suggesting alternative actions.

With greater interest in teaching students about Affirmative Consent, however, many educators struggle with continuing to teach refusal skills. Teachers wonder if repeating refusal skill roleplays and other activities gives students the impression that sexual pressure is normal and to be expected. Some question how they can effectively teach refusal skills and Affirmative Consent side-by-side.

We believe it is not only possible but essential to teach about both refusal skills and Affirmative Consent. The concepts are not mutually exclusive. Both have their value and place in sexual risk reduction interventions.

Refusal skills empower students by giving them a range of effective strategies for resisting unwanted sexual pressure. Affirmative Consent builds students' communication skills and clarifies expectations about respecting each other's boundaries and decisions. When taught together, Affirmative Consent and refusal skills give youth a variety of tools to make healthy choices about sexual behaviors and communicate effectively about boundaries and wishes.

Effective Steps

The following steps can help educators teach refusal skills within the context of learning about Affirmative Consent.

- Make clear to students that if someone needs to say No more than once, that person's boundaries are not being respected. Such situations are not okay.

- Emphasize the importance of refusal skills as a tool for people of any age to respond to unwanted pressure. Saying No effectively in such situations helps people communicate their boundaries.
- Avoid placing responsibility on a refuser to provide a strong No. Be clear that the responsibility is for *both* partners to obtain a clear, unambiguous Yes. Remind students that both parties need to communicate personal feelings and desires while respecting each other's boundaries. No one should ever be pressured. A person who experiences pressure, harassment or assault is not to blame for being the target of these behaviors.
- Use a "bookend" strategy with refusal skill roleplays when possible. First, explain that continued pressure after a refusal or expression of uncertainty is wrong. Acknowledge that students need to learn about refusal skills because in real life situations, people may not always respect limits. Second, do the roleplay as written in the curriculum and discuss as directed. Third, include one or two questions in your debrief about the roleplay that put the focus on the person applying the pressure ("What did the person in the pressuring role say or do to try to convince the other person to change their mind?" "What kind of attitude did the pressuring person have about the other person's boundaries?" "When would it be okay to pressure someone to change their mind after they've said No to sex?"). Fourth, do a quick repeat of the roleplay where Affirmative Consent standards are respected and pressure stops after the first No.

By following these guidelines, educators can continue to teach students refusal skills without contradicting the important messages of Affirmative Consent standards .

Teaching Affirmative Consent: Assessing and Building Comfort

How do we best teach content areas related to sexuality and sexual health? One of the keys is for educators to assess their own level of comfort with sexual issues, including Affirmative Consent, prior to stepping into the classroom.

Consent can be a sensitive topic. It may bring up more emotions than anticipated, both for educators and students. During conversations about sexual consent, we are likely to see a range of attitudes and misinformation about gender-based norms, sexual scripts, victim blaming and sexual assault. Educators must be able to maintain a safe space for these discussions for all students.

Trauma and Triggers

In any sexual health education program, we must also be mindful of students who may be emotionally triggered by a discussion due to previous experiences, whether or not these were sexual in nature. In matters of consent, students can experience triggers regardless of the role they played—that is, whether they pressured or were pressured, assaulted or were assaulted.

A trigger may transport a student back to the original event (a flashback) or evoke emotions and reactions from that event. Students experiencing triggers might respond in a number of ways during a lesson. For example, they may express strong emotions (e.g., anger, fear, sadness, shame, anxiety), withdraw from participation in the activities, be unable to concentrate or create distractions that disrupt the class.

We encourage all educators in sexual health programs to be aware of trauma-informed educational practices. (See our "Resources for Educators" section to learn more.)

Ready to Respond

This lesson helps students process their own attitudes and assumptions around consent. Educators must be able to recognize and respond to remarks by students that perpetuate and support victim-blaming, gender-based violence and sexual aggression. If a harmful attitude is expressed, an effective facilitator will not simply silence the student. Rather, students will be encouraged to reflect on and understand the consequences (e.g., creating a negative tone in the classroom; normalizing disrespect, pressure, assault; discounting the value of peers; etc.). This requires skill and preparation on the part of educators.

This is why it is so important for educators to be aware of their own attitudes related to sexual consent. Without that awareness, an educator might unintentionally support negative attitudes that place the burden of responsibility on the person being pressured. Unexamined gender role attitudes may also lead an educator to endorse familiar norms that support males as sexual aggressors and females as sexual gatekeepers. They might discount or minimize the possibility of sexual aggression in same-gender relationships.

Navigate Successfully

The following steps can help educators navigate conversations about consent successfully.

- Maintain group agreements (groundrules) throughout the lesson and conversation.
- Ensure that students feel supported to express their thoughts freely. Guide them to do so respectfully.
- Address harmful statements immediately in a manner that increases student understanding of the potential harm of the remark. The goal is reflection and awareness rather than punishment or shame.
- Make appropriate accommodations for students who are triggered and encourage them to participate in a way that is comfortable for them.
- Refrain from any disclosure of personal experiences involving non-consensual sexual activities. This includes stories about family, friends or acquaintances ("people I know").

Are You Ready? Tips for Self-Assessment

Ask yourself the following questions. Consider how your responses may influence your ability to facilitate this lesson plan and conversations about consent. Check the "Resources for Educators" page for readings to help build understanding in these areas.

- *Do I have a solid understanding of current knowledge about sexual assault and violence prevention?* This knowledge will enable you to effectively respond to the "teachable moments" that may arise in the classroom. Reading up on sexism in its various forms (e.g., benevolent sexism, victim-blaming, rape myth attitude acceptance) can help you build your understanding of the foundations of gender-based violence. Sexism is one of its primary underlying dynamics.
- *Am I aware of my own biases around sexual assault and consent? How might these shape my teaching on the topic of consent?* Watch for comments that unintentionally blame a victim, norm the use of pressure tactics, or suggest it's "normal" and expected for young men to pressure partners about sex.
- *When I hear of a situation involving sexual assault, harassment or non-consensual sex, do I have a tendency to "choose sides"? If so, am I more likely to side with the accused or the accuser?* Taking sides is a natural reaction if you, your family or friends have had personal experiences where there were disagreements about whether consent was present. Notice how this tendency influences your attitudes about different elements in the discussions about consent.
- *Will presenting this lesson plan be challenging for me?* The lesson content may raise personal issues. Spend some time reflecting on the strategies you will employ to maintain boundaries between personal feelings and effective facilitation.

The Nature of the Work

The issues raised in teaching about Affirmative Consent may bring distinctive nuances to sexuality education. It is important to remember, however, that there isn't anything new here for sexual health educators. We must always be prepared to respond to negative or harmful remarks, no matter what the topic. We always want to create an open and respectful learning environment. We want to bring sensitivity to the issues facing students who have experienced trauma. And we want to be aware of the ways our own attitudes and experiences might shape our teaching, especially if the consequences might perpetuate harmful myths or stereotypes.

We believe educators who have successfully presented sexual health programs in the past will work skillfully with the Affirmative Consent lesson and Discussion Guide. One of the most encouraging qualities among educators in this arena is their interest in quality improvement. We hope these suggestions and resources will be of use.

"What Do You Want?" Understanding Affirmative Consent

Note to the Teacher

This class was designed as either a stand-alone health education activity or a supplement to sexual risk reduction curricula for youth. Ideally, this class will be taught after students have received foundation facts about anatomy, physiology and sexual behavior, and before the classes in the sexual risk reduction curriculum.

As a supplement, the class is designed to create a foundation for discussion about Affirmative Consent throughout all lessons. The class and Discussion Guide provide opportunities for students to understand Affirmative Consent and practice applying its principles in situations similar to those they may face in their own lives.

Trigger warning: *As with any class that addresses issues such as sexuality and consent, students with experience of trauma may find some of the material challenging. We suggest that before the segment "Looking At Stories: Is This Consent?" you state that some of the content may be sensitive for some individuals. Remind students that we all have different experiences, and that it's important for everyone in the classroom to remember and respect this. Some students may have known someone who has been pressured or sexually assaulted. Be available to answer any questions or offer support after the class. There is contact information for a 24/7 hotline, chat and text referral service in both the "Resources for Educators" (p. 11) and "Resources for Students" (p. 38) sections.*

Adapting to a Two-Session Class

We recommend teaching the class over two sessions if possible. In the first session, complete "Let's Have Pizza" and "Definitions: Affirmative Consent." In the second session, have students work in teams to complete the "Looking at Stories: Is This Consent?" activity as written. Then ask teams to write their own pairs of scenarios, one showing consent, the other showing no consent or "Unclear." Have teams share and discuss their scenarios with the full class as time allows. Provide guidelines as appropriate (e.g., no sexually explicit scenarios).

For an example schedule for the two-session version of this class, see the Appendix "Outline for a Two-Session Version of the Class," on p. 53.

Synopsis

In this class, students start with a pair activity in which they practice listening and communicating in verbal and nonverbal ways. They discuss how important it is to both speak up and listen, then talk about how important communication is in pressure situations. They review and discuss a definition of Affirmative Consent. Then they work in teams to apply the things they have learned by analyzing scenarios where consent may or may not be present. The full class reviews and discusses the scenarios.

Goal

To increase students’ understanding of what Affirmative Consent means and how to apply that understanding in real-life situations.

Objectives

After completing this supplement class, students will be able to:

- Define Affirmative Consent
- Identify verbal and nonverbal cues that communicate others’ feelings, wishes and boundaries
- Distinguish between situations when Affirmative Consent is and is not present
- Apply critical thinking and communication skills related to Affirmative Consent

Key Messages

- All individuals have the right to choose their own likes and dislikes.
- It is the shared responsibility of all parties to obtain Affirmative Consent from partners and respect partners’ boundaries.
- Consent can be expressed verbally or nonverbally. Verbal communication should be used to clarify when a situation is unclear.
- Affirmative Consent involves these steps: people listen to one another’s words and body language, express what they like and how they feel, and respect and observe one another’s boundaries.

Outline of Activities: One-Session Class

Activity	Time	Materials
Let's Have Pizza!	15 min.	<ul style="list-style-type: none"> ☐ Game Instructions: Let's Have Pizza! (Slide S.1), on slide or chart paper
Definitions: Affirmative Consent	15–20 min.	<ul style="list-style-type: none"> ☐ Definition of Affirmative Consent (Slide S.2) on slide or chart paper ☐ Prepared chart paper for Language of Consent/Benefits of Affirmative Consent (Teacher Page S.3) ☐ Markers for student teams.
Looking at Stories: Is This Consent?	15–20 min.	<ul style="list-style-type: none"> ☐ Scenario Card Sets (Handout S.4), one set per student team ☐ Resources for Students (Handout S.5), one per student

Note: For an example schedule for the two-session version of this class, see the Appendix "Outline for a Two-Session Version of the Class," on p. 53.

Activities

Introduce Class

1. **Describe class.** Tell students the class will be doing some activities today that help them look at the ways people communicate. This will include how we express ourselves to others, and how we listen to and understand what others communicate to us. Later in the lesson, the class will talk about some ways to use these communication skills in romantic relationships.

Let's Have Pizza!

1. **Introduce the game.** Tell students that the first activity is a game. They'll be working with a partner.
2. **Explain the game.** Show **Game Instructions: Let's Have Pizza!** (Slide S.1) on slide or chart paper and explain the steps.
 - **Your team's goal: Create a pizza you'll both enjoy.** You'll be playing a game where your goal is to create a pizza that both of you will enjoy. That means you have to figure out what your partner likes, and your partner has to figure out what you like.

- **Take turns asking yes-or-no questions.** You’ll take turns asking each other yes-or-no questions to figure out how you’d like the pizza prepared and what you’d like on it. First one of you will ask 5–7 questions, then the other will ask 5–7 questions.
- **Ask verbally.** You ask your questions *verbally*.
- **Reply nonverbally.** Here’s what’s tricky. You have to respond nonverbally, using only your hands and your eyes. You won’t be using standard nonverbal communication, such as nodding or shaking your head, smiling or frowning, or giving a thumbs up or thumbs down. Instead, you come up with two gestures you make up—one will mean Yes, one will mean No.

To give the game some challenge, I’d like you to think of non-obvious signals. For instance, you might touch one side of your nose for yes and the other side for no.

- **If you get stuck, you can start over.** If you feel frustrated at some point, work with your partner to find a solution. Your goal is to work together, not against each other. You don’t want to trick your partner, but you do want to see what it’s like to try to understand some new nonverbal ways to communicate. If you get stuck, you can always start over. Remember—laughter is okay!

Suggest students ask questions that invite new possibilities. For example, in addition to, “Do you like pepperoni?” they might ask, “Are you willing to try kale?”

Answer questions about the activity and clarify instructions as necessary.

Note to the Teacher

Instruct students not to use any inappropriate hand gestures. Most youth enjoy pizza and play the game willingly. If a student is adamant about not liking pizza, you can offer an alternative (salad, sub sandwich, burrito, etc.).

- 3. Start the activity.** Break students into pairs. Remind them that one member of the team goes first, with 5–7 questions. Then they trade roles. Let students know that they’ll have 3–4 minutes total during which both partners should ask their questions. Monitor the pairs and provide guidance as needed.
- 4. Discuss and debrief.** After a few minutes, or as pairs wind down, bring attention back to the full class. Ask:

- How did this go? Is anyone excited about the pizza you’re going to order?

Ask a few pairs to describe their pizzas. Notice whether a pair is in agreement about their pizza or whether there has been some miscommunication along the way.

- What was challenging?

Affirm that nonverbal communication may not be easy to understand.

- What did teams do when things became difficult or confusing? (Did any team stop and start over? Was the second time different? How?)

5. Clarify and link the game to concepts about consent. State:

- There are many different situations where people might use some nonverbal communication. One is in romantic or sexual situations. Our discussion about the pizza game can also offer us things to think about in romantic situations—especially where partners are communicating and making choices about sex.

It is very important in these situations to speak up about what you want, and to listen to a partner’s verbal and nonverbal communication.

6. Discuss pressure. State:

- We’ve just done an activity that looked at ways to communicate to come up with a plan that worked for both people—in this case, ordering a pizza. You probably did some negotiating or compromising along the way, and hopefully both partners got a pizza they liked.

Ask:

- Can any of you think of a time when you were with a friend or romantic partner and didn’t work on negotiating or compromising about an activity—a time when maybe you went along and did something you didn’t want to do?

You don’t need to say what happened. But I’m wondering if anyone can say something about what it felt like to be in that kind of situation.

Look for and affirm answers such as:

- Uncomfortable
- Not respected
- Like maybe I’d made a mistake
- Frustrated that we didn’t communicate better

State:

- So it sounds like we agree that people don’t like being pressured to do something they really do not want to do.

Ask:

- Why do you suppose people might go along with something they don’t want to do?

Look for and affirm answers such as:

- Sometimes people aren’t sure how to speak up about their limits.
- The other person might be more assertive, or less likely to listen.
- They don’t want to hurt someone’s feelings.

- They want to avoid conflict.
- They are fearful of losing a friend or partner.

Ask:

- Why do you suppose others might pressure someone?

Look for and affirm answers such as:

- They have trouble understanding, listening or respecting limits.
- They’re used to getting their own way.
- They think that’s what they’re supposed to do, or that it’s okay to do it.
- They feel entitled or that it is expected.

7. Review learning. Ask students:

- What are some of the things we’ve learned from the pizza activity and our discussion?

Look for and affirm answers such as:

- Nonverbal communication may not be easy to understand.
- People don’t like being pressured to do something they really do not want to do.
- Sometimes people aren’t sure how to speak up about their limits.
- It’s important to speak up about what you want and to listen to a partner’s verbal and nonverbal communication.

Definitions: Affirmative Consent

- 1. Check student knowledge.** Ask students to think about the term “Affirmative Consent,” which is sometimes also called “Yes Means Yes.” Ask them to turn to a partner and talk for a moment about what they believe these terms mean.

After a moment, bring attention back to the full group. Tell students you’re going to review a definition of these terms that they’ll be using in the next activity. Let them know this definition takes some of the principles from the pizza game and puts them into a definition about making choices and agreements about having sex.

- 2. Review definition.** Show the **Definition of Affirmative Consent** (Slide S.2) on a slide or chart paper. Read it through (or have a student read it). Link elements of this definition to the ideas students shared about the meaning of Affirmative Consent.

- What did teams do when things became difficult or confusing? (Did any team stop and start over? Was the second time different? How?)

5. Clarify and link the game to concepts about consent. State:

- There are many different situations where people might use some nonverbal communication. One is in romantic or sexual situations. Our discussion about the pizza game can also offer us things to think about in romantic situations—especially where partners are communicating and making choices about sex.

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Affirmative Consent: Yes Means Yes

Affirmative Consent means that both people clearly and freely agree to engage in sexual activity. They have to be awake, aware and able to make decisions. Consent can be given through words or actions, as long as those words or actions clearly communicate willingness and permission. Consent must be ongoing and can be withdrawn at any time.

Note to the Teacher

States, schools and other institutions may have their own definitions of Affirmative Consent that include additional points or otherwise vary from this definition. Be sure to check relevant policies and laws for your setting and adapt this definition to them as necessary.

3. Clarify definition with examples. Emphasize the importance of consent being “clearly and freely given.” Ask:

- Can you think of any situations where someone might not be able to give consent?

Look for and affirm responses that reflect the following situations. Ask as necessary to check for understanding:

- If someone is asleep, can that person give consent for sexual activity? (No, they cannot.)
- What if one or both people are impaired due to alcohol or drug use? Can they give consent for sexual activity? (No, they cannot.)

Note to the Teacher

Issues related to consent and drinking are sometimes unclear. If appropriate for your students, you may wish to clarify that one drink may not leave a person too impaired to make a clear decision. However, when people continue drinking, or when that one drink is large or very strong, or the person is not used to drinking, clear thinking and true consent may not be possible. Remind them that any level of drinking is illegal for people under 21 and specific legal issues may come up when a minor has been drinking and there are questions about consent.

- What if someone is confused or unable to understand what’s happening for any reason—language differences, illness, learning differences? Can that person give consent for sexual activity? (No, they cannot.)
- If someone hasn’t said No, can a partner assume that means Yes? (No. The absence of a No does not mean Yes.)
- What if someone is being pressured or feels threatened in some way? (No, they cannot give consent.)

4. Apply to previous learning. Link this exercise to the pair activity. Say:

- In the pizza game you just played, you were practicing a form of non-sexual Affirmative Consent. You practiced communicating both verbally and nonverbally about your likes and dislikes. In romantic and sexual relationships, people also communicate both verbally and nonverbally about what they want and about their limits or boundaries. It's important for both partners to pay attention to both verbal and nonverbal communication.

5. Discuss the language of consent. Tell students that language that says consent is or is not present can be simple. Point out the pieces of chart paper posted around the room. Say:

- Let's do a chart walk. Find a partner and pick up a marker. As a team, move around the room and answer questions on at least three of these pieces of chart paper. (Point to the appropriate pieces of chart paper as you describe their task.)

What are some ways a person can say No, either nonverbally or verbally?

What are some ways a person can say Yes, either nonverbally or verbally?

What can someone say to check if consent is present?

What are some of the benefits of using Affirmative Consent?

Get teams up and moving. Monitor and offer assistance or suggestions as necessary. After a few minutes, have students return to their seats. Review the suggestions on the pieces of chart paper.

Look for and affirm answers such as the following. Be sure to review any points below for "Benefits of Affirmative Consent" that are not mentioned by students:

Nonverbal No

- Pushing away
- Avoiding eye contact
- Crossing arms
- Turning body away
- Not reciprocating
- Silence

Verbal No

- "Not now"
- "I'm not sure..."
- "I don't think..."
- "Wait"
- "I like this, but..."
- "Please stop"

Nonverbal Yes	Verbal Yes
– Making eye contact	– “That feels good”
– Reciprocating	– “I like...”
– Pulling a partner closer	– “Mmmmm”
– Smiling	– “Yes!”

Ways to check for consent verbally

- “Is this okay?”
- “Can we try...”
- “Is that a yes?”
- “I really like this. Do you?”

Benefits of Affirmative Consent

- Build intimacy, enjoyment and trust in a relationship
- Help both partners be “on the same page” and share the pleasure of being close
- Get to know one another and share your likes and dislikes
- Act with respect and maturity
- Reduce the chance that you’ll misunderstand or hurt someone
- Follow rules and laws and avoid trouble

6. Summarize. Say:

- Affirmative Consent standards have been put into place to provide better guidance for people engaging in sexual activity. It makes sure that consent is given—affirmatively—by both people. Affirmative Consent requires a Yes. The absence of a No does not mean Yes.
- Affirmative Consent involves these steps: people *listen* to one another’s words and body language, *express* what they like and how they feel, and *respect* and observe one another’s boundaries.

Write these three words out on a board or chart paper (Listen-Express-Respect) and repeat them.

Looking at Stories: Is This Consent?

Note to the Teacher

Some of these scenarios involve names that are obviously opposite-sex partners, some involve same-sex partners, and many use gender-neutral names. Be sure to check on students' assumptions about gender in the stories. Use their impressions to explore their expectations about male and female roles in negotiating sexual consent.

- 1. Describe activity.** Tell students they're going to work together in teams to examine a few scenarios. They'll see if they can agree about whether both people involved have given Affirmative Consent.
- 2. Create columns.** Create 3 columns on a board or chart paper. Label columns "Consent," "No Consent" and "Unclear."
- 3. Break students into groups.** Each group should receive one set of scenario cards. One will be from the Consent category and one will be from either the No Consent or Unclear categories.
- 4. Give instructions.** Ask the students to work together to decide which of the three categories their scenarios belong in.
- 5. Full group.** After a few minutes, bring attention back to the full group. Have students put their cards on the board in the columns they selected.

Note to the Teacher

*Refer to **Teacher Notes on Scenarios** (Teacher Key), p. 27. These list each scenario and explain whether or not consent was present and why.*

If you find a card in an incorrect column as you review the cards with the class, ask the full group if they agree with this placement. If they suggest the correct column, move it there. If there is confusion about where the card belongs, place it outside all three columns and say, "Let's come back to this after we've discussed the other scenarios." Students may be clearer about their answers after the discussion of the other scenario cards.

In this activity, avoid "blaming the refuser" for not giving an effective No. One of the essential points of Affirmative Consent is that both partners must receive a clear Yes before engaging in sex. Emphasize that while it's important for everyone to communicate clearly about interests and limits (saying "yes" or "no," for example), it is also everyone's responsibility to understand clearly what a partner wants. In all circumstances, the absence of a clear, freely given Yes means consent is not present.

- 6. Review "Consent" scenarios.** Read the scenario to the full class (or, if you have sufficient time, have a student read the scenario out loud). Ask:
 - How did partners express their Yes?

Clarify the ways both partners paid attention to verbal and/or nonverbal communication. They only acted when consent was clearly present. (You can move fairly quickly through the Yes scenarios.)

- 7. Review “Unclear” scenarios.** Ask questions about what each partner is saying and encourage students to identify where there is a Yes, a No or a Not Clear in each scenario. Remind students that when situations are not clear, it is necessary to stop to get clear consent before proceeding.

Note to the teacher

This is an excellent opportunity to clarify the “myth of mixed messages”—that is, the claim that partners (especially girls) give mixed messages about what they want sexually. Examples:

- *Scenario 3.2, Amber and Marcus: Marcus has said Yes to walking home from school with Amber every day. But when Amber kisses him, his nonverbal expression says, “I’m not sure.” Amber must treat that as a No until she can clarify what Marcus wants.*
 - *Scenario 6.1, David and Chloe: Chloe says Yes to kissing David, and she says No to David putting his hands under her shirt. She is not giving mixed messages. She is setting personal boundaries.*
 - *Scenario 7.2, Dylan and Billie: Billie’s wishes are not clear in this scenario. Billie may have said Yes to sitting in the school commons with Dylan. Billie also pulls back, says nothing, gives a small smile (which might signal discomfort, anxiety or fear) and responds without enthusiasm to Dylan’s kisses. This is a clear message that Dylan needs to check verbally to see what Billie’s wishes are.*
- 8. Review “No” scenarios.** In these scenarios, one or both partners did not pay attention to verbal and/or nonverbal communication; OR one or both partners could not give consent for some reason (drunk, sick, asleep); OR one or both acted when consent was not clearly present. Ask:
 - Who expressed a No in this scenario? How was the No expressed?
 - What could the person doing the pressuring have done differently to respect the No? (If both partners were acting without clear consent, what could they both have done differently?)
 - 9. Address any cards that were placed incorrectly.** Return to those cards and ask students to describe the expressions of Yes or No in the scenarios. Have students suggest the best placement for those cards.
 - 10. Students review learning.** Ask students to reflect for a moment on the things the class has discussed and learned today. Ask them to write down three key things they have learned about consent and communication.

After a moment, invite students to share some of the things they wrote down. Look for and affirm answers such as:

- It’s important to communicate as clearly as possible about likes and limits. That includes both speaking up and listening.
- Any time a situation is unclear, consent is not present. Partners need to stop and check if things aren’t clear.

- Partners need to pay attention to body language and facial expressions as well as words.

11. Summarize lesson. Say:

- If and when people choose to have sexual relationships, they always get to choose their own likes and dislikes. Everyone is responsible for giving and getting Affirmative Consent from partners. Remember: Listen-Express-Respect.

12. Resources. Pass out **Resources for Students** (Handout S.5). *Reminder:* Check resources to ensure they are appropriate for your students.

Extend the Learning (Optional)

You can use the scenarios and other activities for additional learning. Here are some ideas.

- Ask students to write their own scenarios, either as individual homework or a team project. One scenario should show clear consent, and the other should show no consent or be unclear. Analyze these scenarios as you did those in the lesson. (You may want to set some parameters for your students, such as no sexually explicit scenarios.)
- Distribute additional scenario pairs that were not used in class. As a homework or small group activity, have students describe the ways consent is or is not present.
- Ask students to work in teams to create posters supporting essential messages about Affirmative Consent. Post the completed posters in the classroom or in common areas of the school.
- Ask students (individually or in teams) to complete an analysis of popular media, such as movies, TV shows or music videos. Have them identify five instances of romantic or sexual activity portrayed in media and describe the reasons consent was or was not present.

Teacher Notes on Scenarios

Scenario Set 1

1.1 Pat starts kissing Jordan. Jordan kisses back. They make out.
(Consent: This is a nonverbal Yes.)

1.2 Deka asks Cam for oral sex. Cam says, “I’m not sure I want to do that.” Deka keeps asking, hoping to change Cam’s mind. After a few more attempts, Cam says okay. *(No Consent: Deka should have stopped after Cam expressed uncertainty. Repeating the request is a form of pressure.)*

Scenario Set 2

2.1 Jela and Casey met a few days ago. They started texting about going to a party together over the weekend. At the party, they both drink and get a little high. Casey asks if Jela wants to have sex, and Jela agrees. After they start making out, Jela says, “I want to stop.” Casey doesn’t listen and continues. *(No Consent: Both partners are high and may not be oriented enough to give consent. Once Jela says, “I want to stop,” consent has been withdrawn and sexual activity must stop.)*

2.2 James and Michael are walking home from school. James reaches out to hold Michael’s hand and asks, “Is this OK?” Michael nods and smiles. *(Consent: Both partners show through verbal and nonverbal communication that they consent.)*

Scenario Set 3

3.1 Grace wants to use a condom to have sex. Daniel says, "But it feels better without a condom. Don't you think we'll be safe without one?" Grace shakes her head. Daniel realizes Grace has a good point. He says, "You're right. We should use a condom." He pulls out a condom and smiles.
(Consent: Grace and Daniel negotiate and both consent verbally to having sex with a condom.)

3.2 Amber has liked Marcus since the start of the school year. They enjoy walking home from school together every day. It is now January, and she has finally worked up the courage to tell him how she feels. While walking home, she lightly grabs Marcus' arm, turns to him, and kisses him on the lips. Afterwards, she notices he looks confused. She kisses him again.
(Either Unclear or No Consent: Amber hasn't asked, verbally or nonverbally, to kiss Marcus. She is not clear how he reacted to her kiss. She needs to check further before proceeding to be sure consent is present.)

Scenario Set 4

4.1 Jessie is drunk. Kai is not. Jessie starts making out with Kai. Kai is into this, and they make out until Jessie passes out. After Jessie passes out, Kai continues to do sexual things with Jessie, thinking, "Jessie started it and was really into it, so this is okay."
(No Consent: People who are drunk or high cannot give consent. Someone who is passed out cannot give consent.)

4.2 Sebastian and Elena have been dating for six months. They have made out a few times. Sebastian wants to take things further. One night, he tells Elena about his feelings. He asks what she wants and what she is comfortable with. She tells him she is ready to do more, but does not want to have intercourse yet. They both agree to explore more and let each other know when they want to stop.
(Consent: Sebastian and Elena have given verbal consent to explore more and agree to respect each other's limits.)

Scenario Set 5

5.1 Ava and Emily are at a party. They make eye contact from across the room, approach one another and begin dancing. Ava pulls Emily close. Emily smiles and embraces Ava. Later on, they make out. They exchange phone numbers. *(Consent: Ava and Emily show nonverbally that they consent.)*

5.2 Kris and Mateo are going out. They have made out and had oral sex before. One night, Mateo wants Kris to give him oral sex. Kris says "I don't want to." Mateo says, "You've done it before, so what's the big deal?" Kris says, "I just don't want to tonight." Mateo says, "You really confuse me when you keep changing your mind like this. Let's do it!" *(No Consent: Although both have consented to oral sex in the past, Kris is not consenting this time. Mateo should not continue to pressure Kris.)*

Scenario Set 6

6.1 David is at a party and sees Chloe. He knows she has a crush on him. He goes up to her and they start talking. He gets her a drink, and then another. Then they go outside and start to make out, both with excitement. David pulls up Chloe's shirt and starts to remove her bra. Chloe freezes. She pulls his hand away but keeps kissing him. A few minutes later, David tries again. Chloe moves his hand away again. They continue to kiss, and David keeps his hands above Chloe's clothing. *(Either Unclear or No Consent: Both people had been drinking. They may not have been able to give consent. Chloe clearly communicated Yes to David about kissing, and No about pulling up her shirt. This was not a mixed message. David tried again, which he should not have done. After that, he only did activities that Chloe had given consent to.)*

6.2 Kadin and Alex haven't seen each other since they broke up a year ago. They meet at a party and start talking. Alex says, "It's good to see you. I've missed you." Kadin says, "I really want to be with you tonight," and pulls Alex in close. Alex resists for a moment and looks confused. Kadin lets go. Then Alex smiles and reaches out to Kadin, saying, "That would be amazing." *(Consent: Kadin and Alex communicate both verbally and nonverbally about limits and consent. Each only moves forward when mutual consent is clear.)*

Game Instructions: Let's Have Pizza!

Your team's goal:

Create a pizza you'll both enjoy.

1. Take turns asking yes-or-no questions.
2. Ask *verbally*.
3. Reply *nonverbally*, using two gestures you make up. One means YES and one means NO. Use gestures that aren't obvious.
 - No nodding or shaking your head.
 - No thumbs up or thumbs down.
 - No smiles or frowns.
4. If you get stuck, you can start over.

Definition of Affirmative Consent

Affirmative Consent: Yes Means Yes

Affirmative Consent means that both people clearly and freely agree to engage in sexual activity. They have to be awake, aware and able to make decisions. Consent can be given through words or actions, as long as those words or actions clearly communicate willingness and permission. Consent must be ongoing and can be withdrawn at any time.

Language of Consent/ Benefits of Affirmative Consent

Prepare 6 pieces of chart paper to post around the room. Hang the pieces of paper around the room before the class with the bottom taped up to the top to hide the content, or plan to have students help you post the pieces of chart paper as you start the activity.

Note: As an alternative, you can create and label 6 columns on a large white board and have students come up to the board to write their answers.

Label the chart paper as follows:

1. Say NO Verbally
2. Say NO Nonverbally
3. Say YES Verbally
4. Say YES Nonverbally
5. Ways to Check for Consent Verbally
6. Benefits of Affirmative Consent

Learning About Affirmative Consent

Using This Discussion & Activities Guide

Use this Discussion Guide to build student awareness of Affirmative Consent across a range of lessons addressing sexual and reproductive health. The following steps will help you use the Guide effectively.

- **Review the general guidelines.** Look over the “Five General Suggestions for Discussion” section below. These general guidelines can be put into practice with almost all learning activities.
- **Find guidance on specific types of activities.** The Guide offers specific suggestions for different activities. Check these as you prepare for your sexual and reproductive health classes. Make notes in your curriculum as needed.
- **Develop a regular practice.** It isn’t necessary to ask every question listed in this Guide. Instead, simply make it a regular practice to check in with students about Affirmative Consent once or twice in a lesson. For example, ask whether Affirmative Consent was used in roleplays, vignettes, videos and so on.
- **Frame roleplays effectively (“bookend”).** Bookend refusal skill roleplays with messages about consent. Talk about Affirmative Consent when framing these roleplays. Point out that when one partner is required to say No repeatedly, Affirmative Consent is not being practiced. Remind students that in an ideal world people would always respect each other’s limits, and one No would be enough. In real life this doesn’t always happen. This is why it is important for students to learn refusal skills.

When doing refusal skills activities where a No must be repeated, take a moment afterwards to do a second version of the roleplay that demonstrates Affirmative Consent principles in action—respect for the first No.

- **Build the habit.** Similar questions and comments are suggested for similar types of activities. As you integrate these questions and comments into your classes, it will become increasingly easy to enhance your classroom discussions and activities.
- **Remember: it makes a difference.** Offering these enhancements takes only a little effort, but they can have a powerful impact on students’ understanding and ability to take steps to protect themselves and respect others.

Five General Suggestions for Discussion

There are five general suggestions that appear repeatedly throughout this Guide. By using these, teachers can enhance students' understanding of consent and encourage them to respect both their own and others' limits.

The Five General Suggestions:

1. Ask questions about whether consent is present, and how to check for it if it's not.
2. Analyze ways to enhance the clarity of consent.
3. Ask questions about gender roles and expectations.
4. Frame refusal skill activities, emphasizing that the first No *should* be respected.
5. Watch for language bias, double standards and "blaming the refuser."

Below are examples of each of these general suggestions, some of the points when it would be appropriate to use them, and why they are helpful.

1. Ask questions about whether consent is present, and how to check for it if it's not.

When	What you can say	Why
Roleplays or other activities where negotiations about sex take place.	<ul style="list-style-type: none"> • Was consent present here? Why or why not? • Did these individuals <i>listen</i> to their partner, <i>express</i> their own wishes and <i>respect</i> each other's boundaries? • <i>(If no)</i> What could these partners do or say to check for consent? 	Helps students recognize when Affirmative Consent is or is not present. Reinforces essential concepts about Affirmative Consent. Supports strategies and skills that reinforce the use of Affirmative Consent. Emphasizes that no one should be pressured to have sex in the absence of Affirmative Consent.

2. Analyze ways to enhance the clarity of consent.

When	What you can say	Why
Roleplays or other activities where negotiation about sex takes place.	<ul style="list-style-type: none"> • How well were these partners listening to one another about their wishes and limits? How well were they speaking up about what they each wanted? • <i>(If well)</i> So they both know about and practice Affirmative Consent. • <i>(If poorly)</i> What could they say or do to check for consent in this situation? 	<p>Emphasizes the importance of both listening and speaking up.</p> <p>Reinforces and norms positive behaviors.</p> <p>Builds skills for problem-solving and establishing clear, mutual consent.</p>

3. Ask questions about gender roles and expectations.

When	What you can say	Why
Roleplays or other activities that might reflect gender roles and expectations.	<ul style="list-style-type: none"> • What are the genders of the people in this roleplay? • Would this interaction look different if their roles were reversed? • Can young people express consent in similar ways, regardless of their gender? Or are there differences? • Why might someone feel it is okay to pressure someone who has already said No? 	<p>Helps students examine and analyze whether they have different expectations for young women and young men.</p> <p>Identifies common but damaging gender role stereotypes that can interfere with clear, mutual consent (e.g., young men should keep pressuring, young women must set limits, it's okay for young men to choose to have sex but wrong for young women to do so).</p>

4. Frame refusal skill activities, emphasizing that the first No *should* be respected.

When	What you can say and do	Why
<p>Roleplays or other activities where refusal skills are being practiced.</p>	<p>Say before starting the activity:</p> <ul style="list-style-type: none"> Remember, when one partner is required to say No repeatedly, Affirmative Consent is <i>not</i> being practiced. In an ideal world people would always respect each other's limits, and one No, or a hesitation, or a look of confusion, would be enough. In real life this doesn't always happen. This is why it is important for you to learn refusal skills. Why might someone feel it is okay to pressure someone who has already said No? <p>Take a moment after the activity to repeat with Affirmative Consent principles being practiced (e.g., respecting the first No).</p>	<p>Avoids norming the use of pressure tactics. Students often do these activities repeatedly in a curriculum, and the repetition can imply that pressure is normal.</p> <p>Focuses on the responsibilities of the person in the pressuring role, corrects misperceptions.</p> <p>Norms appropriate responses to refusals and reinforces that clear, mutual consent is the expected standard of behavior.</p>

5. Watch for language bias, double standards and “blaming the refuser.”

When	What you can say and do	Why
<p>Roleplays or other activities where refusal skills are being practiced or discussed.</p>	<ul style="list-style-type: none"> • When Partner A said No (pulled back, looked confused), how well did Partner B listen to A’s verbal and nonverbal communication? • Would this interaction look different if the partners’ roles were reversed? <p><i>Provide emphasis to the role of the listener. While it may be necessary to critique someone practicing refusal skills, avoid blaming the refuser (e.g., instead of, “She should have said No more firmly,” say, “Tyra said No once, and that’s all she should have to say. But in situations where a partner continues to pressure, it’s helpful to understand how to make that No stronger so you can stick to your limits and insist on your right to be respected. How could Tyra make that No stronger?”).</i></p>	<p>Brings attention to the importance of both partners <i>listening</i> to one another’s verbal and nonverbal expressions.</p> <p>Addresses double standards and negative gender stereotypes. Emphasizes that both partners have the right to either wish for, or refuse, sexual behaviors.</p> <p>Avoids blaming the refuser.</p>

East Lansing Public Schools Religious and Cultural Calendar

The East Lansing Public Schools are committed to honoring the rich cultural diversity of our students and community. The calendar, adopted by the Board of Education, is designed to show respect for the cultural diversity in our district. The dates below are holidays of major significance to different religious and cultural groups in our community. To the extent possible, administrators, teachers, coaches and event planners will be respectful of these dates as schedules and events are planned within our school district. Examples include, but are not limited to, major exams, reviews for exams, tryouts for teams or plays, and major events such as prom, graduations, banquets or student elections.

If you are desirous of having a date or celebration considered for inclusion by the Board of Education, please contact the Superintendent's Office (333-7424).

<u>Holiday</u>		<u>2020-21 School Year</u>	<u>2021-22 School Year</u>	<u>2022-23 School Year</u>
Krishna Janmashtami	Hindu	August 11/12, 2020	August 30, 2021	August 18/19, 2022
Muharram	Muslim	Aug 20 – Sept 18, 2020	Aug 9 – Sept 7, 2021	July 29 – Aug 28, 2022
Rosh Hashanah	Jewish	Sept 18* - Sept 20, 2020	Sept 6* - Sept 8, 2021	Sept 25* - Sept 27, 2022
Yom Kippur	Jewish	Sept 27* - Sept 28, 2020	Sept 15* - Sept 16, 2021	Oct 4*- Oct 5, 2022
Navaratri	Hindu	Oct 17 – Oct 25, 2020	Oct 7 – Oct 14, 2021	Sept 26 – Oct 4, 2022
Dussehra	Hindu	October 25, 2020	October 15, 2021	October 5, 2022
Diwali	Hindu	November 14, 2020	November 4, 2021	October 24, 2022
Bodhi Day	Buddhist	December 8, 2020	December 8, 2021	December 8, 2022
Hanukkah	Jewish	Dec 10* - Dec 18, 2020	Nov 28* - Dec 6, 2021	Dec 18* - Dec 26, 2022
Christmas	Christian	December 25, 2020	December 25, 2021	December 25, 2022
Kwanzaa	African-American	December 26, 2020 – January 1, 2021	December 26, 2021 – January 1, 2022	December 26, 2022 – January 1, 2023
Chinese New Year	Buddhist/East Asian	February 12, 2021	February 1, 2022	January 22, 2023
Ash Wednesday	Christian	February 17, 2021	March 2, 2022	February 22, 2023
Magha Puja	Buddhist	March 28, 2021	March 30, 2022	March 30, 2023
Holi	Hindu	March 29, 2021	March 18, 2022	March 8, 2023
Good Friday	Christian	April 2, 2021	April 15, 2022	April 7, 2023
Passover	Jewish	March 27* - April 3, 2021	April 15* - April 23, 2022	April 5 – April 13, 2023
Easter	Christian	April 4, 2021	April 17, 2022	April 9, 2023
Orthodox Easter	Christian	May 2, 2021	April 24, 2022	April 16, 2023
Ramadan	Muslim	April 12* - May 11, 2021	April 2* - May 1, 2022	Mar 22* - Apr 20, 2023
Eid al-Fitr	Muslim	May 12* - May 13, 2021	May 2* - May 3, 2022	Apr 21* - Apr 22, 2023
Vesak	Buddhist	May 26, 2021	May 15, 2022	May 4, 2023
Eid al-Adha	Muslim	July 19* - July 20, 2021	July 9* - July 10, 2022	June 28* - June 29, 2023

*Note Jewish and Muslim holy days begin at sundown on the first day indicated.

Explanatory Notes

Ash Wednesday – Begins Christian Lent; name derives from symbolic use of ashes to signify penitence.

Bodhi Day – The day many Buddhist traditions celebrate the enlightenment of the Buddha. This is a full day meant for remembrance and meditation.

Chinese New Year – East Asian holiday commemorating the lunar New Year.

Christmas – Christian holiday celebrating the birth of Jesus Christ.

Diwali – Festival of Lights – This holiday is typically celebrated by families sharing various traditional rituals in their homes. It extends over 5 days and celebrates the victory of good over evil.

Easter – Christian holiday celebrating the resurrection of Jesus Christ.

Eid-al-Adha, follows and marks the end of the Hajj pilgrimage to Mecca, also known as the Feast of Sacrifice, This festival commemorates Ibrahim's (Abraham) willingness to sacrifice his son to God.

Eid al-Fitr is the first day of Shawwal in the Islamic calendar. It marks the end of the month-long fast of Ramadan and the start of a feast that lasts up to three days in some countries.

Good Friday – Christian Holiday commemorating the day of Jesus' crucifixion.

Hanukkah – Jewish festival of lights, eight-day commemoration of the rededication of the Second Temple in 165 B.C.E. Jewish families celebrate this holiday every night for 8 consecutive nights.

Holi – Festival of Spring or Festival of Colors. This day is typically celebrated by families in India, Nepal, and other parts of Asia by partaking in various regional traditions.

Krishna Janmashtami – A two-day festival celebrating the birth of Lord Krishna.

Kwanzaa – Seven-day celebration of African-American values and traditions and their continued vitality. "Kwanzaa" in Kiswahili, means "first fruits of the harvest."

Magha Puja– Commemorates the date when the four disciples traveled to join the Buddha.

Muharram – Muslims observe the start of the Islamic New Year on the first day of **Muharram**, which is the first month in the Islamic calendar.

Navratri/Dussehra – The celebration and festival held in honor of the divine feminine. It occurs over 9 days and ends with Dussehra celebration on the tenth day.

Passover – Jewish Holiday - Seven day celebration marking the deliverance of the Jews from slavery in Egypt; "Seder" ceremonies emphasize concept of freedom. Jewish families usually have evening celebrations the first two nights of this holiday. Observant Jews follow a strict "Passover diet" during this time, abstaining from eating leavened breads. Please note that some Jews observe Passover for eight days.

Ramadan – The ninth month in the Islamic calendar; month of prayer, charitable giving, self-accountability, and strict fasting from all food and drink from sunup to sundown.

Rosh Hashanah – Jewish New Year beginning 10 days of penitence concluded on Yom Kippur. Jewish families observe the holiday starting in the evening before the first full day, and many Jewish children will miss school the first and second days of this holiday.

Vesak– There are a variety of cultural traditions celebrating Buddha's Birthday. Many Buddhist cultures celebrate the birth, Awakening, and death of the Buddha on Vesak.

Yom Kippur – The holiest day of the year; Jewish Day of Atonement; devoted to prayer, fasting and repentance. . This holiday is observed starting the evening before the first full day.

Hindu holidays were determined from <https://www.india.gov.in/calendar> with additional resources from <https://publicholidays.in/>

Note that the Islamic holidays follow the lunar calendar. They should be double checked every year to assure that they are still accurate.

Adopted by the Board of Education _____.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – Termination of contract with Midwest Wall Company, LCC for Pinecrest and Whitehills building projects

DATE: November 19, 2020

Recommendation:

I move that this board terminate for cause the right of Midwest Wall Company, LLC to proceed with work under the District's contract with that company for the Pinecrest and Whitehills sites, subject to certification by GMB Architects & Engineers that sufficient cause exists to justify such actions and upon consultation with Clark Construction Company regarding the same.

Background:

On February 25, 2019 the Board approved a contract with Midwest Wall totaling \$633,400 for bid category 06 (metal wall panels) for the Pinecrest and Whitehills building projects. The substantial completion date for the work Midwest Wall was contracted for was July 21, 2020. As of the date of this memo, that work is still not completed.

Based on Midwest Wall's continued failure to complete the Pinecrest and Whitehills projects it is recommend that the Board terminate the applicable contract with Midwest Wall. US Fire Insurance Co provided a performance bond guaranteeing the fulfillment of the contract. The termination of the contract with Midwest Wall should not cost the district any more than the original contract amount adjusted for any change orders.



East Lansing
Public Schools

MEMORANDUM

TO: ELPS Board of Education, Dori Leyko, Superintendent

FROM: Richard Pugh, Director of Finance

SUBJECT: Action Item – IUOE TA for FY 2020-21

DATE: November 10, 2020

Recommendation:

It is recommended that the Board of Education approve the changes to the agreement between the East Lansing Board of Education and The International Union of Operating Engineers Local #324 AFL-CIO through June 30, 2021, as presented.

Background:

The IUOE (secretaries) contract expired June 30, 2020. The IUOE membership ratified the attached redlined changes on November 9, 2020. The only substantive change is to Article 20 Compensation which includes 2% increase to steps 1- through 4, half step advancement, and longevity advancement. These changes would go in effect upon adoption by the Board of Education as Public Act 54 of 2011 does not allow for retro treatment of expired collective bargaining agreements.

The total estimated increase is \$23,900 for a full year or approximately \$14,000 for FY 2020-21 due to effective date of approximately five months into the fiscal year.

AGREEMENT

between

**THE BOARD OF EDUCATION OF THE SCHOOL DISTRICT
OF THE CITY OF EAST LANSING,
Ingham and Clinton Counties, Michigan,
hereinafter called the “Board,”**

and

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL #324 AFL-CIO
hereinafter called the “Union”**

~~2017-2020~~

~~Opener for 2018-2019 September 10, 2018~~

~~Opener for 2019-2020 September 25, 2019 11-23-2020~~

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ARTICLE 1
AGREEMENT AND PURPOSE

This Agreement entered into by and between the Board of Education of the East Lansing Public Schools, East Lansing, Michigan (hereinafter referred to as the "Board" or "Employer") and the International Union of Operating Engineers, Local 324, AFL-CIO (hereinafter referred to as the "Union").

It is the purpose of this Agreement to set forth wages, hours and conditions of employment. It is the desire of the Board and the Union to promote harmonious relations, cooperation, and understanding between the parties.

ARTICLE 2
UNION RECOGNITION, PAYROLL DEDUCTIONS

A. Union Recognition

1. The Board hereby recognizes the Union as the sole and exclusive bargaining agent of the employees covered by this Agreement for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.
2. The term "employee" shall include all educational secretaries and all personnel engaged in secretarial and clerical work including bookkeepers, copy center operators, clerks, receptionist, general typist and instructional clerks, but excluding: secretaries to the Superintendent; Secretary to the Director of Finance; personnel secretary; payroll supervisor; all supervisory employees, substitute employees (subject to the provisions of Article 8) and all other employees.

B. Payroll Deductions

1. Requests for payroll deductions or reductions shall be in writing and signed by the bargaining unit member. The Board assumes only the responsibility for the remittance of the amount specified by the employee. The Board shall be held harmless from violations of the tax code relating to tax sheltered annuity contribution limitations.

ARTICLE 3
NONDISCRIMINATION

The Board and the Union both reaffirm by this Agreement the commitment not to discriminate against any person or persons because of race, creed, or ancestry, color, religion, sex, age, disability, marital status or national origin.

ARTICLE 4
VISITATION

Upon request by the Union and the presentation of proper credentials, officers or accredited representatives of the Union shall be admitted onto the Board's premises during working hours for the purpose of assisting in the adjusting of grievances. The officer or representative shall not disrupt orderly operations and must check in at the building office.

ARTICLE 5
STEWARDS

- A. The employees will be represented by a chief and an alternate steward, who shall be chosen or selected in a manner determined by the employees and the Union and whose names shall be furnished to the Board within five (5) working days of the date of their election or selection to such positions.
- B. Reasonable arrangements may be made when the chief or alternate steward is required by the Board to engage during their working day in negotiations on behalf of the Union with any representative of the Board or required to participate in any grievance procedure, including arbitration, and they shall not incur loss of salary when same has been mutually scheduled by both parties or the arbitrator.
- C. During their terms of office, the chief and alternate stewards shall be deemed to head the seniority list for the purpose of layoff and recall only, provided they are qualified to do the required work. Upon termination of their terms, they shall be returned to their regular seniority status.
- D. The chief steward shall be supplied the following information for any newly hired employees within the employee's third week of employment: Name, date of hire, address, schedule placement and job location. Such information will be only for the purpose of Union business, and in no case will the information be sold or used for any nonunion purpose.
- E. The chief steward shall receive eight (8) hours of release time per year for union business. The Employer may request reasonable notification and documentation.

ARTICLE 6
BOARD RIGHTS

There is exclusively reserved to the Board all responsibilities, powers, rights and authority vested in it by the laws and constitutions of the State of Michigan and the United States, or which have heretofore been properly exercised by it, excepting where expressly limited by the provisions of this Agreement. The Board retains the right, among others, to establish and equitably enforce reasonable rules and personnel policies relating to the duties and responsibilities of the employees and their working conditions which are not inconsistent with the provisions of this Agreement or

in violation of law. It is further recognized that the Board, in meeting such responsibilities and in exercising its powers and rights, acts through its administrative staff.

ARTICLE 7
SAFETY

The Board, the Union and bargaining unit members will take reasonable measures in order to prevent and eliminate any present or potential job hazards which employees may encounter at their places of work in accordance with the Occupational Safety and Health Act, state and local regulations. If an employee feels their job safety conditions are in violation of the Occupational Safety and Health Act or state and local regulations, the employee shall promptly make a written report of the condition to her immediate supervisor and may utilize the grievance procedure through Step 3.

ARTICLE 8
JURISDICTION

Employees of the Employer not covered by the terms of this Agreement shall not perform the work covered by this Agreement except in cases of instructional training, in cases of emergency or in the case when a substitute secretary is required. If a substitute employee of the Employer works in a bargaining unit position for more than thirty (30) consecutive days, for the same person in the same building, the substitute employee shall be covered by all provisions of this Agreement, except that they will not accrue seniority and will terminate upon the return of the regular member.

ARTICLE 9
SENIORITY

A. A newly hired regular employee shall be on a probationary status for sixty (60) work days, starting from the first day of employment. If at any time prior to the completion of the probationary period the employee's work performance is determined by the Employer to be unsatisfactory, the employee may be dismissed by the Board during this period without appeal by the Union. Employees who are absent during their probationary period must work additional days equal to the number of days absent in order to complete the probationary period.

Upon satisfactory completion of the probationary period, the employee's seniority date shall be retroactive to the first day of employment.

- B.
1. "Seniority" shall be defined as the amount of service accumulated within the District as an employee within the bargaining unit. Seniority shall be measured from the employee's most recent date of hire in a bargaining unit position.
 2. Employees regularly scheduled to work less than twenty (20) hours per week will be credited with one-half year of seniority. Employees regularly scheduled to work twenty (20) or more hours per week will be credited with a full year of seniority. There will be no prorating for a partial year of service for members hired during

the course of the fiscal year. Bargaining unit members hired after the commencement of a fiscal year (July 1) shall receive pro-rated seniority, on a quarterly basis, during their first year of employment. However, quarters of service will not be pro-rated.

3. Whenever two or more members of the unit have equal seniority, they shall be ranked using the following criteria in the order stated:
 - a. The employee with the earliest date of hire shall be ranked first.
 - b. If the employees have the same date of hire and one is a 12-month secretary, one is an 11-month secretary and one is a 10-month secretary, the 12-month secretary shall be ranked first, the 11-month secretary shall be ranked second, and the 10-month secretary shall be ranked third.
 - c. If the employees have the same work year (e.g. both are 12-month) the employee with the lowest number in the last four digits of the employee's social security number shall be ranked first.
4. A seniority list shall be made available to all bargaining unit members and the Union by September 30 of each year. The list shall contain the employee's location, assignment, seniority and date of hire into the unit. The seniority list shall contain a statement, signed by the Board and the Union, that if no objections are received within thirty (30) days thereafter, the list distributed shall be regarded as conclusive.
5. A member of the bargaining unit shall retain accumulated seniority for a period of up to two (2) years, but shall not accrue seniority while on an unpaid leave of absence.

C. Employees shall be laid off and/or recalled according to seniority and qualifications. In the event it becomes necessary to lay off an employee, the employee whose position is being eliminated or reduced (by two or more hours per day) shall have the right to displace:

1. Any position held by an employee with less seniority.
2. It is understood that this provision may result in an increase or decrease in an employee's hours and/or work year.
3. All displacement and bumping under this provision will be accomplished at a single meeting.
4. If the bargaining unit member whose position has been eliminated chooses not to displace a less senior employee, as outlined above, the displaced bargaining unit member will be placed on layoff with recall rights as specified in this Agreement.

Section C (1) and (2) will only apply if the senior employee is qualified to hold the position,

as determined by the Employer, and the employee has more seniority than the employee being displaced. This determination is subject to the grievance procedure.

- D. In the event the Board determines to eliminate a position or to reduce the hours of a position by two (2) or more hours per day, the employee then assigned to that position shall be given a minimum of fourteen (14) calendar days written notice, with a copy of such notification furnished to the Union. The Union may then request that a meeting be scheduled with a representative of the Board in order to receive an explanation of the reasons for the lay-off or reduction of hours and how the work associated with the eliminated or reduced assignment will be performed.
- E. An employee will lose seniority rights and shall be deemed terminated if the employee:
 - 1. Quits.
 - 2. Is discharged in accordance with the discharge provisions in Article 11 and the discharge is not reversed through the grievance procedure.
 - 3. Does not return to work when recalled after a layoff. Notice of recall shall be sent by e-mail and first class mail to the last known e-mail and residential address of the employee which the Board has in its personnel records. If the employee does not notify the Board of acceptance of recall with five (5) calendar days from the mailing of the notice of recall or if the employee does not report within ten (10) calendar days from the date of mailing of notice of recall (unless otherwise excused by the Board) the employee shall be considered a quit.
 - 4. Is laid off for three (3) consecutive years without being recalled.
 - 5. Is absent for three (3) consecutive working days without notifying the immediate supervisor.
 - 6. Fails to return to work within three (3) consecutive working days from the day of expiration of a leave of absence, vacation or disciplinary layoff without notifying the immediate supervisor.
 - 7. Retires.
- F.
 - 1. The bargaining unit seniority which was accumulated as of the date an employee transfers to a position in the East Lansing School District, outside of the bargaining unit, shall be retained for up to a period of two (2) years. The employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee possesses the qualifications for that vacant position.
 - 2. When an employee is hired as a confidential secretary in the East Lansing Public Schools, the employee shall accumulate seniority, beyond any seniority retained as

described in ¶ F (1) of this Article, for up to two (2) years as a confidential secretary. The employee shall have the right to exercise this seniority and bid on a vacant position within the bargaining unit providing the employee's position is being eliminated or the employee is being laid off and the employee possesses the qualifications for that vacant position.

ARTICLE 10
TRANSFER AND PROMOTIONAL PROCEDURE

- A. When the Board determines to fill a vacancy or create a new position, notice of such vacancy or newly created position shall be publicized by posting and by giving written notice to the Chief Steward within one (1) pay period from the date the Board determines to fill such vacancy. No vacancy shall be filled on a permanent basis until five (5) working days after notice of the vacancy has been posted.

The written notice of a newly created position or vacancy shall include the following information: The type of work, starting date, rate of pay, hours to be worked, and specific qualifications and training.

A vacancy shall not exist when the work year or work week of a bargaining unit position is increased by 20% or less. Example: If the established work week of a bargaining unit position is 35 hours, 7 or fewer added hours would not cause the position to be regarded as vacant under this Article.

Notification of appointment or non-appointment will be given to employees within the unit who have applied for the vacancy or newly created position within ten (10) working days after the position is filled.

- B. The Board has the right to hire the most qualified applicant as determined in the Board's sole discretion, for all vacancies and new positions in the bargaining unit, regardless of seniority. Upon application, a member of the bargaining unit who is qualified and has received at least a satisfactory evaluation in his/her most recent evaluation shall be interviewed and considered for the vacancy or new position.

A committee composed of two (2) Union members and an employer designee will make recommendations to the Employer regarding written or skills tests. Final selection will be the right of the Employer. Portions of the test may be waived if that portion of the test is not currently being performed on the job.

- C. The employee who is promoted or transferred shall be granted a three (3) week (15 working days when students are in the building) trial period [which includes ten (10) working days when the bargaining unit member's immediate supervisor is present and when students are in school, for those employees working in buildings with students] to determine: (1) the ability to perform on the job and (2) the desire to remain on the job. The trial period shall be extended for ten (10) additional working days upon mutual written agreement of the Employer and the Union.

During the above trial period, the employee shall have the opportunity to revert to the employee's former position.

If the employee's job performance in the new position is determined to be unsatisfactory by the Employer notice of such a finding and reasons shall be given to the employee before the employee is returned to their former position, with the employee having the right to grieve the decision of the Employer, through Step Three of the Grievance Procedure.

During the trial period, the Employer shall have the right to use a substitute employee in the position to which the promoted or transferred bargaining unit member was previously assigned.

- D. Any employee temporarily transferred to an assignment in another salary grade within the bargaining unit shall either be paid the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher. Such temporary transfer shall be at the employee's present rate of pay for the first four (4) working days and then as of the fifth (5th) working day, if the employee continues in the same position, the employee shall be paid at the same step level of pay for the duration of the temporary position, retroactive to the date of temporary transfer.

The temporary transfer shall not exceed 180 school days.

- E. In the event the transferred employee reverts to the employee's former position or is returned to the former position, the position need not be re-posted as a vacancy if another bargaining unit applicant for the originally posted vacancy may be offered the position under the standards set forth in ¶ B of this Article. If there were no other bargaining unit applicants for the original posting or if those applicants do not meet the selection standards set forth in ¶ B of this Article, the position will be re-posted.

ARTICLE 11
DISCHARGE, DEMOTION AND DISCIPLINE

- A. No non-probationary employee shall be disciplined, without just cause. Any such action imposed upon an employee may be processed as a grievance through the regular grievance procedure. An employee may ask for representation from the Union in the event of any such disciplinary action.
- B. The Board agrees, promptly upon the discharge, suspension, or demotion of any employee covered by this Agreement, to furnish written notification of the action taken to the employee and the chief steward.
- C. Should it be determined that an injustice has occurred regarding an employee's demotion, suspension or discharge, the Board agrees to reinstate the employee and pay for all time lost.

ARTICLE 12
LEAVE OF ABSENCE

A. Leave for Extended Illness/Disability

An employee who, because of illness or disability which is non-compensable under the Worker's Disability Compensation Act, is physically unable to report for work and has exhausted all means of allowable compensation from the Board, shall be granted a leave of absence for a period of up to one (1) year, provided the employee promptly notifies the Board of the necessity of the leave and provided the employee supplies the Board with a statement from their medical or osteopathic doctor of the necessity for the leave and the projected length of time of the absence. Upon return from leave, the employee shall be assigned to the same position or a position of like nature.

B. Child Care Leave

Child care leaves may be granted (where leave is otherwise not required to be granted under the Family and Medical Leave Act) to employees for the primary care of children during infancy (approximately to 12 months). Request for such leave shall be made in writing at least thirty (30) calendar days where need for such leave is foreseeable. Requests shall state the expected date the leave is to begin and the expected duration of the leave.

A member of the bargaining unit adopting a child may be granted (where leave is not otherwise required to be granted under the Family and Medical Leave Act) leave under the same terms and conditions as provided herein which shall begin upon the entry of an order under the Probate Court awarding custody to the adopting parents.

C. Family and Medical Leave Act

The District will comply with the provisions of the Family and Medical Leave Act of 1993 (FMLA).

D. Military Leave

The reinstatement rights of any employee who enters the military service of the United States by reason of an act or law enacted by the Congress of the United States or who may voluntarily enlist during the effective period of such law shall be determined in accordance with the provisions of the law granting such rights.

E. Reserve Training

A leave of absence will be granted to an employee who is active in the National Guard or a branch of the armed forces reserves for the purpose of fulfilling his/her annual field training obligations, or in the event the employee is ordered to active duty for the purpose of handling civil disorders. The employee must submit a written request for the leave of absence immediately upon receiving his/her orders to report for duty. The Board will pay

the difference between the employee's military pay and regular pay if military pay is less, for a period not to exceed fourteen (14) days in any fiscal year (July 1 - June 30).

F. Union Leaves

Any employee in the bargaining unit who is either elected or appointed to a full time position or office in the Union whose duties require the employee's absence from work shall be granted a leave of absence for a period up to three (3) years. The Union leave of absence may be extended beyond three (3) years, upon request by the employee, at the option of the Board. No more than one (1) Union member shall be on leave of absence for Union activity at any one time.

G. General Leave Provisions

1. All reasons for leave of absence shall be in writing, stating the reason for the request and the approximate length of leave requested with a copy of the request to be maintained by the Board. If leave is taken under this Article, the Board shall notify the Union of the identity of the bargaining unit member taking the leave but shall not be required to disclose confidential information pertaining to the leave (e.g. medical information) to the Union without the consent of the bargaining unit member.
2. An employee who meets all of the requirements as specified in this Article shall be granted a leave of absence (with the exception of child care leaves or other discretionary leaves) without pay and benefits. Other leaves of absence(s) may be granted at the discretion of the Board for reasons other than those listed above when they are deemed beneficial to the employee and the Board.
3. Return from any leave of absence not covered by law shall be in accordance with the following:
 - (a) An employee who is on leave for six (6) months or less shall be entitled to resume his/her regular seniority status and all job and recall rights.
 - (b) An employee who is on a leave of more than six (6) months (to a maximum of two [2] years) must inform the Board, in writing, sixty (60) calendar days prior to the date of return, and he/she will be given the opportunity to return to the first open position for which he/she possesses seniority and for which he/she is qualified.
 - (1) A position will be considered "open" after it has been posted as per the terms of Article 10 of this Agreement.
 - (2) An employee who has informed the Board of his/her intent to return from leave shall have the right to bid on open positions which have been posted under the provisions of Article 10 of this Agreement.

4. The Employer has the right to receive medical certification from the employee's health care provider regarding the necessity for personal illness/disability leave taken under this Article. The employee will facilitate and cooperate in the furnishing of such information, which shall include the information that may permissibly be requested under Form WH 380-E (or its successor form) as developed by the United States Department of Labor to implement the Family and Medical Leave Act.

The Employer has the right to require that a second medical opinion (at Employer expense) be obtained. If that opinion differs from that of the employee's health provider, the employee and Employer (in consultation with the Union, if requested by the employee) shall mutually designate a third health provider whose opinion relative to leave eligibility or initial fitness to return to work shall be considered final and binding on the Employer, the employee and the Union. The cost of this examination shall be paid by the Employer.

The Employer shall have the right to require the medical certification of the employee's fitness to return to duty at the expiration of the leave period, including the securing of a second medical opinion (at Employer expense).

ARTICLE 13 **GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" shall be defined as an alleged violation of the express terms of this Agreement.
2. For the purpose of processing grievances "working days" shall be defined as Monday through Friday, excluding all paid holidays and Winter and Spring vacation intervals.

B. Procedures

1. The time elements in the Steps may be shortened, waived or extended upon written mutual agreement between the parties.
2. Any grievance which is not appealed within the specified time limits set forth in that Step level of the grievance procedure will be considered settled on the basis of the decision rendered at the previous step level of the grievance procedure.

In the event an answer to a grievance is not given within the specified time limits of that Step level of the grievance procedure, the appealing party may automatically appeal the grievance to the next Step level of the grievance procedure.

3. Any employee or Union grievance not presented for disposition through the grievance procedure within five (5) working days of the occurrence of the condition giving rise to the grievance or within five (5) working days of the date it is reasonable to assume that the employee or the Union first became aware of the conditions giving rise to the grievance, shall not be considered as a grievance under this Agreement. The processing of a grievance by the Board, where the Board has raised an objection to the timeliness of the grievance, shall not be regarded as a waiver of the timeliness objection.
4. The purpose of this procedure is to secure, at the earliest possible administrative level, equitable solutions to grievances which may arise. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
5. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Step One

1. Any employee having a grievance shall discuss the grievance with their immediate supervisor within the time limitations set forth in ¶ B (3) above, and if the grievance is not settled orally, the employee may request a meeting with the Chief Steward to discuss the grievance.
2. The Chief Steward may submit the grievance in writing to the immediate supervisor stating the remedy or correction requested, plus the facts upon which the grievance is based and the alleged contract violation. The employee and the Chief Steward shall sign the grievance and submit it to the immediate supervisor within the time limitations set forth in ¶ B (3), above.

D. Step Two

1. The Chief Steward and the affected bargaining unit member(s) shall meet with the immediate supervisor to discuss the grievance within five (5) working days of its written submission to the immediate supervisor.
2. The immediate supervisor shall give a decision in writing relative to the grievance within five (5) working days of the meeting with the Chief Steward.

E. Step Three

1. Any appeal of a decision rendered by the immediate supervisor shall be presented to the Superintendent (or the Superintendent's designee) within five (5) working days from date of receipt of the answer given by the immediate supervisor, and the

Superintendent (or the Superintendent's designee) shall meet with a business representative of the Union at a time mutually agreeable to them.

2. The Superintendent (or the Superintendent's designee) shall give their answer in writing relative to the grievance within ten (10) working days of the date of the meeting with the Business Representative of the Union.

F. Step Four

1. If the Union is not satisfied with the disposition of the grievance by the Superintendent (or the Superintendent's designee), the grievance may be submitted to arbitration, provided that the grievance is submitted within thirty (30) calendar days from the date of receipt of the answer given at Step 3 or the date the answer was due, whichever date occurs first.
2. Within fifteen (15) calendar days after the demand for arbitration representatives of the Board and the Union will confer for the purpose of identifying a mutually acceptable arbitrator. If no agreement is reached on appointment of an arbitrator, within the above interval, the appealing party shall file with the Federal Mediation and Conciliation Service to request a panel of arbitrators residing within Michigan.
3. The Arbitrator, the Union or the Board may call any relevant person as a witness in any arbitration hearing.
4. Each party shall be responsible for the expenses of the witnesses that they may call.
5. The Arbitrator shall not have jurisdiction to subtract from or modify any of the terms of this Agreement or any written amendments to this Agreement, to specify the terms of a new Agreement, to decide matters removed from the scope of arbitration under this Agreement, or to substitute the Arbitrator's discretion for that of the parties.
6. The parties shall not be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party.
7. The arbitration filing fee shall be paid equally by the parties. The fees and expenses of the Arbitrator shall be paid by the non-prevailing party.
8. The Arbitrator shall render a decision in writing not later than thirty (30) calendar days from the date of the conclusion of the arbitration hearing.
9. The decision of the Arbitrator shall be final, conclusive and binding upon all employees within the bargaining unit, the Board and the Union.

ARTICLE 14
HOURS AND WORK WEEK

- A. The normal work day shall consist of eight (8) consecutive hours per day, excluding a duty-free, uninterrupted lunch period of not less than one (1) hour, unless mutually agreed between the Employer and the employee. The normal work week shall consist of forty (40) hours per week, Monday through Friday. The Board retains the right to regularly schedule work for less than eight (8) hours per day or forty (40) hours per week.

The normal work day will be scheduled between the hours of 6 a.m. and 7 p.m. The Board has the right to reduce the hours of positions within the bargaining unit, in accordance with the provisions of Article 9 Seniority of this Agreement.

B. Overtime

1. Time and one-half (1/2) will be paid for all time worked in excess of forty (40) hours in one week. All overtime must be authorized in advance.
2. All hours worked on Saturday or Sunday will have a three (3) hour minimum.
3. As an alternative to monetary payment of overtime, an employee and his/her immediate supervisor may agree that compensatory time will be earned instead of overtime. Both are computed at 1.5 hours for each hour worked over forty (40) hours in a week. Compensatory time is subject to a maximum accrual of forty-five (45) compensatory hours which is thirty (30) overtime hours and its use will be scheduled cooperatively between the employee and his/her immediate supervisor.

Compensatory time earned, used and current balance will be recorded in the notes section on time sheets.

4. No employee shall be required to take time off from the employee's regular schedule or have their hours reduced as a result of having to report to work prior to their shift or because the employee worked over eight (8) hours in a work day. However, an employee and his/her immediate supervisor may agree to a flexible work schedule within the regular work week that better meets the needs of the Employer and the employee.
5. If the Employer determines to allocate overtime projects (involving ten or more work hours) to its employees (as opposed to utilizing outside contractors), such projects will first be offered to bargaining unit members where the work in question involves functions normally performed by bargaining unit personnel. The person assigned to the position where the overtime opportunity occurs shall have the first opportunity to bid on the overtime project. If that person declines the overtime (or is unavailable) the next most senior bargaining unit member in the same building who is qualified to perform the overtime work will be offered that opportunity. If the work remains unallocated after the above steps, it will be offered to the most senior qualified bargaining unit member who has indicated interest in overtime

opportunities by placing her name on the district-wide overtime list. Overtime will be rotated in inverse order of seniority, with the Union having responsibility for maintaining an equalization list and furnishing the Employer with an updated list at all times.

C. Reporting Pay

Any employee called to work or permitted to come to work without being notified by the Board that there will be no work, or who has been notified that there is less work than they are regularly scheduled to work, shall receive four (4) hours of pay or if they are regularly scheduled to work less than four (4) hours per day, they shall receive their regular daily rate of pay.

D. Call Back

Whenever an employee has left the employer's premises and is required to return to work after the completion of the employee's regularly scheduled working hours, the employee shall receive the pay for the actual hours worked at the appropriate rate of pay or a minimum of two (2) hours pay at the employee's straight hourly rate, whichever is greater.

E. Relief Time

Employees shall be provided a fifteen (15) minute relief time during each four (4) hours of work. This period, if not used, may not accumulate to be used at some later time and may not be used for any other purpose. The Employer may provide a person to relieve the employee for these 15 minute breaks.

F. In the event that the Board requires an employee to work more than his/her established work weeks or work days per year, that employee shall be so notified by the Board, in writing, at least fifteen (15) work days before the effective date of the additional work, unless the change by shorter notice is by mutual agreement.

**ARTICLE 15
PAID LEAVE**

A. Sick Leave

1. Each employee covered by this Agreement shall accumulate one (1) sick leave day per month in an individual single sick leave bank, with a maximum accumulation of one hundred and fifty (150) days. Probationary employees accumulate sick leave but are not credited with or granted the leave until they achieve non-probationary status.
2. Leaves of absence with pay chargeable against the employee's sick leave allowance shall be granted for the following reasons or any other approved reasons:
 - a. When the employee is incapacitated from the performance of the

employee's duties due to sickness, pregnancy, injury or for medical, dental or optical examination or treatment.

- b. A maximum of ten (10) working days per working year for an illness in the immediate family. "Immediate family" shall include the employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
 - c. When critical illness in the immediate family requires the attendance of the employee, the appropriate administrator may grant use of sick leave allowance up to the amount accumulated by the employee. "Immediate family" shall be as defined above.
3. Employees who are unable to perform their duties because of illness or disability shall notify their supervisor before the start of the work day. If an illness or disability extends beyond the first day, the employee and the employee's supervisor may make arrangements as to the frequency of notification of the continued illness or disability.
4. An employee who permanently separates from the employment of the Board for retirement purposes, in accordance with the provisions of the Michigan Public School Employees Retirement Act, shall be paid a lump sum payment of the employee's unused sick leave days at the rate of \$55 per day. The maximum amount payable shall not exceed \$7,500. Employees receiving payment for unused sick leave under ¶ A(5) of this Article are ineligible for this benefit. This provision will not apply to those employees who are discharged and the discharge is not reversed through the grievance procedure.
5. An employee who permanently separates from the employment of the Board, after ten (10) years of service, in accordance with the provisions defined in Article 19, Section D, shall be paid a lump sum payment of the employee's unused sick leave days at the rate of \$50 per day. The maximum amount payable shall not exceed \$6,000. Employees receiving payment for unused sick leave under ¶ A(4) of this Article are ineligible for this benefit. This provision will not apply to those employees who are discharged and the discharge is not reversed through the grievance procedure.
6. Employees who have exhausted their sick leave credit and are still unable to return to work may be paid for any unused vacation days.
7. Employees who have attained maximum sick leave accumulation will be paid \$25 per day for each unused sick leave day from their annual allotment which cannot be added to their accumulation due to accumulation limit contained in ¶ A(1) of this Article. This payment will be made in July annually, based upon sick leave accumulation and utilization as of the immediately preceding June 30.

B. Funeral Leave

1. All employees shall be granted up to five (5) working days off with pay for a death in the employee's immediate family. The immediate family shall be defined as: Employee's spouse, children, mother, father, brother, sister and corresponding in-laws, grandparents, grandchildren or member(s) of the employee's household.
2. Time off with pay, not to exceed one (1) day, will be granted for attendance at the funeral service of a person whose relationship warrants such attendance.

C. Personal Business Days

Each employee covered by this Agreement shall earn two (2) personal business days per year for the purpose of attending to or caring for personal business, which by its nature cannot be scheduled outside of the regular workday. ~~For 2015-16 bargaining unit members shall receive one additional personal business day.~~ Personal business days shall not be used to extend a holiday, vacation period or to extend a period when school is not in session, nor shall personal business days be granted for the purpose of other employment or for any other leave provision in this Agreement. Personal business days may not be utilized for less than one-half (1/2) day increments. In the event the employee does not use the personal business days provided for, such days shall be credited to the employee's sick leave bank the following year. The use of the personal business days must be arranged with the employee's immediate supervisor prior to the use of such days by submission of written application with as much advance notice as possible.

D. Jury Duty

An employee who serves on jury duty will be paid the difference between the employee's pay for that duty and the employee's regular pay provided proof of service and pay is submitted. A leave of absence with full pay shall be granted for court appearance when subpoenaed as a witness in any case connected with the employee's employment in the school.

ARTICLE 16
HOLIDAYS

- A. The Board will pay the normal day's pay for the following holidays, even though no work is performed by the employee:

Twelve-month Employees	Ten-month and Eleven-month Employees
New Year's Day	New Year's Day
Martin Luther King Day	Martin Luther King Day
Memorial Day	Memorial Day

Fourth of July	National Presidents Day
National Presidents Day	Labor Day
Labor Day	Thanksgiving Day
Day Before Thanksgiving if students are not in session	Day Before Thanksgiving if students are not in session
Thanksgiving Day	Day Following Thanksgiving
Day Following Thanksgiving	Christmas Eve Day
Christmas Eve Day	Christmas Day
Christmas Day	New Year's Eve Day
New Year's Eve Day	

- B. Employees required to work on any of the above-named holidays shall receive double time for hours worked in addition to the regular holiday pay with a three (3) hour minimum.
- C. If an employee is on vacation on any of the above-named holidays, the employee shall be entitled to an additional day off with pay for the holiday. In the event that an employee is on sick leave on any of the above-named holidays, the employee shall not have that day charged against the employee's allowable sick leave. If an employee terminates their employment, the employee will not receive pay for holidays occurring after the last day worked, even though the holidays may fall within the period of their projected terminal vacation leave.
- D. When one of the above holidays falls on a Saturday, the Friday preceding shall be recognized as a paid holiday. When any of the above holidays fall on a Sunday, the Monday following shall be recognized as a paid holiday. For consecutive holidays where one or both days occur on a Saturday or Sunday the preceding Friday and following Monday will be recognized as the paid holiday. If any of the above alternate days for observing a designated holiday fall on a pupil attendance day, the Employer, in consultation with the Union, shall designate another day to serve as the alternate paid holiday.
- E. In order to receive holiday pay, the employee must work the last work day scheduled preceding the holiday and the first scheduled work day following the holiday, unless specified otherwise or the absence is excused.

ARTICLE 17
VACATIONS

- A. All employees working on a twelve month basis shall receive an annual vacation with full pay based on the following schedule:

YEARS OF SERVICE	DAYS EARNED PER MONTH
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1-5 years	5/6 day per month or 10 days per year
6-10 years	1-1/4 days per month or 15 days per year
11 years or more	1-2/3 days per month or 20 days per year
25 years or more	2.083 days per month or 25 days per year

Twelve-month secretaries (hired on or before July 1, 1994) who are reassigned or reduced to 11 month positions will receive pro-rated vacation allotment (88%) of that accrued by a twelve month secretary. Twelve month secretaries (hired after July 1, 1994) who are reassigned or reduced to 11 month positions will accrue vacation under the provisions of ¶ B of this Article.

- B. Employees working less than 12 months shall be entitled to a paid vacation on the following schedule:

YEARS OF SERVICE	VACATION DAYS EARNED
1-10 years	5 working days
11 years or more	7 working days

Bargaining unit members hired after July 1, 1994 who work less than twelve (12) months per year shall not be eligible for paid vacation days under this section.

- C. Vacation allowance shall be prorated during the first year of employment to the nearest one-half (1/2) day (based on 5/6 of a day per month of service to June 30).

Vacation allowances shall be front loaded July 1st of each year.

- D. Less than twelve month secretaries will normally utilize their vacation time at the end of their work year but may utilize vacation time during their work year with approval of their supervisor. If vacation days are not used by the end of the secretary's work year, the secretary may request that they be paid at the end of July following the work year in which they originally accrued, provided that this request is made to the business office not later than May 15. Alternatively, the secretary may request that the unused vacation days be carried over to the next fiscal year (i.e. July 1), to a maximum carryover of one year's earned vacation days. If the vacation days carried over are not used during the fiscal year immediately following the fiscal year in which they originally accrued, they will be paid by July 31. Payment shall be made at the employee's hourly rate at the time the vacation time originally accrued.
- E. Not more than fifteen (15) vacation days for twelve month secretaries may be carried over from one fiscal year to the next. In the event that days carried over are not utilized, they will be paid by July 31 immediately following the fiscal year in which they originally

accrued. Payment shall be made at the employee's hourly rate at the time that the vacation time originally accrued.

- F. Vacations shall be scheduled at a time which will not unduly interfere with or hamper normal operations of the school system. Insofar as is possible within this limitation, vacations shall be scheduled at a time satisfactory to the employee.
- G. Vacations shall be scheduled for a period of not less than one (1) week at a time or not less than the number of days to which the employee is entitled, whichever is smaller, unless otherwise approved by the immediate supervisor and the appropriate director.
- H. Employees terminating their employment or commencing a leave of absence under Article 12 shall receive a prorated vacation allowance based on the amount of vacation time that has been earned according to the above schedule.

ARTICLE 18
INSURANCE PROTECTION

The Employer will make premium contributions, as specified in this Article, on behalf of each employee (and the employee's eligible dependents) working thirty (30) hours or more per week for the following insurance programs:

Employer premium contributions, as specified in this Article, shall be pro-rated for employees regularly scheduled to work at least seventeen and one-half (17.5) hours per week but less than thirty (30) hours per week.

Employees working less than seventeen and one-half (17.5) hours per week are not eligible to participate in any insurance benefit programs at Employer expense.

All premium or premium equivalent amounts for which the employee is responsible will be payroll deducted.

A. Health/Medical Insurance and Cash-In-Lieu

Health/medical plan coverage shall be MESSA Choices II (PAK) with in-network deductible of \$500/\$1,000, \$20 office visit copay, \$25 urgent care copay, \$50 emergency copay, and Saver Rx drug copay, or an equivalent policy. ~~Effective January 1, 2017, bargaining unit employees shall have the option to enroll in MESSA ABC Plan 1. For fiscal year 2020-2116-17 and 2017-18 only, the Board shall contribute the following amounts to an employee's health savings account: \$650 for single subscribers and \$1,300 for two-person or family subscribers.~~

All employees enrolled in health/medical insurance shall be required, as a condition of enrollment, to pay twenty percent (20.0%) of the medical benefit plan costs for their enrollment category. This shall be in addition to pro-rated premium amounts that are the responsibility of part-time employees. ~~Effective January 1, 2017, bargaining unit~~

~~employees who remain in MESSA Choices 2 rather than MESSA ABC Plan 1, shall additionally pay 100% of the employee cost difference between MESSA Choices II and MESSA ABC Plan 1. Effective January 1, 2018, b~~Bargaining unit members that elect MESSA Choices II, rather than MESSA ABC Plan 1, shall additionally pay one hundred percent (100%) of the difference in medical benefit plan costs (including any Board paid H.S.A. contribution) between MESSA Choices II and MESSA ABC Plan 1.

It is expressly understood that full twelve (12) months' coverage is dependent upon completion of the contract for the total school year.

1. Bargaining unit members (and/or their eligible dependents) who are enrolled in any health or medical insurance coverage from any outside source or through another District employee shall not be concurrently eligible for health plan premium contributions by the Employer, as set forth in this Article, but shall instead elect the cash option specified in Paragraph F of this Article.
2. Eligible employees (those working 30 or more hours per week) who elect not to participate in the health insurance program offered shall instead receive \$300 each month in cash under a valid IRS Section 125 Plan established by the Employer. The amount shall be \$200 each month for bargaining unit members hired after July 1, 2014.
3. Bargaining unit members hired on or after December 1, 2010 shall only be eligible to have the Employer's portion of single subscriber health/medical benefit plan costs contributed on their behalf. However, those individuals may elect additional health/medical coverage, at their expense, provided that such additional enrollment is allowed by the carrier.

B. Dental Insurance

The Employer shall provide ~~(for those employees working 30 or more hours per week)~~ Delta Insurance 100% of Class I, 80% of Class II, and 80% of Class III benefits with \$1,500 annual maximum; and 80% orthodontics with \$1,500 lifetime maximum or an equivalent policy.

C. Life Insurance

The Employer shall provide ~~(for those employees working 30 or more hours per week)~~ group life insurance protection in the amount of \$50,000.

D. Vision Insurance

The Employer shall provide ~~(for those employees working 30 or more hours per week)~~ MESSA VSP-3 vision insurance, or an equivalent policy.

E. Long-Term Disability Insurance

The Employer shall provide ~~(for those employees working 30 or more hours per week)~~, an insured income continuation plan for disability that extends beyond the employee's accumulated ~~sick~~ leave. The ~~benefits~~ of this plan are summarized per MESSA's "Negotiated LTD Plan Highlights" document.

Employees who have exhausted their accumulated sick leave but who are not eligible for long-term disability benefits because they have not satisfied the 90 day wait period will be eligible for continuation of 60% of their base wages after an unpaid ten (10) work day waiting period. The wage continuation amount funded by the Employer shall be reduced by the amount of Social Security, Workers' Compensation or any other employer-sponsored benefit. The Employer's responsibility after the above ten (10) day unpaid wait period shall not exceed the number of work days in the balance of the 90 calendar day qualifying interval for long-term disability benefits.

The employee will continue to receive health insurance while on long term disability for up to a maximum of twenty-four (24) months.

F. Tax Deferred Annuities

The Employer agrees to deduct twice each month tax-deferred 403(b) employee contributions and to remit such contributions to a single Employer approved 403(b) vendor or third party administrator within one (1) week following the deduction subject to the following conditions:

1. The Employer-approved 403(b) vendor shall be selected from a list of vendors established by the Michigan Retirement Investment Consortium and the Employer.
2. The third party administrator shall be determined by the Michigan Retirement Investment Consortium.
3. Any failure by the 403(b) vendor to promptly credit employee contributions transmitted pursuant to this Article shall be addressed the employee directly with the 403(b) vendor and/or the third party administrator.

G. Worker's Compensation

Any employee who is injured in the line of duty shall receive compensation and expenses as are prescribed by the worker's compensation law of the State of Michigan, except that his/her pay shall be adjusted to the difference between regular pay and lost time benefits paid by worker's compensation fund. This difference shall be paid to the extent covered by sick leave accumulation. The employee will continue to receive health insurance while on worker's compensation for up to a maximum of twenty-four (24) months.

H. The Union will continue to participate in District level review of insurance program coverages and cost structure during the term of this Agreement.

ARTICLE 19
GENERAL

A. Telephone Facilities

Telephone facilities shall be made available to employees for their reasonable use.

B. Parking

Adequate parking facilities for the employees covered by this Agreement will be provided within the reasonable proximity of their building.

C. Emergency School Closing

Bargaining unit members shall not be required to report for work on scheduled days of student instruction where classes are canceled due to conditions beyond the Board's control such as inclement weather, fire, mechanical breakdowns or public health conditions (as defined by city, county and State health authorities) and will receive their regular wages for such day(s), based on their regularly scheduled number of hours. If the Board is required to reschedule lost instruction day(s) in order to comply with the provisions of the Revised School Code and the State School Aid Act for receipt of full state aid, bargaining unit members who were paid for the previously canceled day(s) and who would not otherwise be scheduled to work on the rescheduled instruction day(s) may be required by the Board to work on the rescheduled day(s) with no compensation beyond what was previously paid to them for the canceled day(s) on which they were not required to work.

D. Resignation

1. Any employee desiring to resign shall file a letter of resignation with the personnel office at least ten (10) working days prior to the effective date.
2. Any employee who resigns from the position in the manner described in paragraph 1 of this section maintains their right to termination pay under Article 15 of this Agreement and earned vacation time.

E. Continuing Education

1. A continuing education committee is hereby established and shall consist of two (2) administrators and four (4) bargaining unit members.
 - a. The tracks of instruction and/or training shall be published and distributed among bargaining unit members.
 - b. The committee shall review and update the guidelines for application and reimbursement upon the request of either party for the duration of this Agreement.

- c. The committee shall act as an appeal body.
2. Bargaining unit members shall not be limited to training within any one specific track of instruction but may select training from any and/or all tracks. In addition, the bargaining unit member may elect training and/or course work which is reasonably related to any of the established tracks.
 3. A bargaining unit member shall submit an application for training and/or education to his/her supervising administrator on the form provided.
 - a. The supervising administrator may approve the bargaining unit member's application. Should the supervising administrator withhold approval of the bargaining unit member's request or fail to respond to the request within five (5) calendar days, the unit member may submit the application to the committee for a decision.
 - b. Upon receipt of an application for training and/or education, the committee shall have ten (10) calendar days within which to render a decision on the request.
 4. Upon successful completion of each 4.0 unit block of training and/or course work within a three-year period, the Board agrees:
 - *a. The bargaining unit member's hourly rate of pay will be increased by \$0.10.
 - b. The bargaining unit member will be reimbursed for registration fees, tuition, books, lab fees, supplies and any other expenses approved in advance of training up to a maximum of \$100.00 in any fiscal year. The committee shall approve not more than \$4,000 for the entire bargaining unit in any fiscal year.
 - c. Expenses incurred but not initially approved may be resubmitted for payment prior to June 1 in any fiscal year.

* This provision shall only be retroactive to July 1, 2002.

5. Upon successful completion of training and/or course work, the bargaining unit member shall submit a completed copy of the Continuing Education Reimbursement Form together with the Course Completion Form to the supervising administrator.
6. Successful completion shall be defined as a minimum of a 2.5 (C+) grade for college, university or other graded courses or a Course Completion Form signed by the instructor for nongraded courses.
7. Training and course work shall be measured in unit blocks in accordance with the formula below:

<u>Hours</u>	<u>Units</u>
1	.1

2		.2
3		.3
4		.4
5		.5
6		.6
7		.7
8		.8
10 OR 1 Credit	1.0	
20 OR 2 Credits	2.0	
30 OR 3 Credits	3.0	
40 OR 4 Credits	4.0	

8. The bargaining unit member shall confirm the completion of the required hours with the personnel office when he/she has completed 4.0 units of education and/or training. The personnel office shall take appropriate action to increase the bargaining unit member's rate of pay by \$0.10/hour effective the date of the completion of course work.
9. Involuntary in-service training which is restricted to this bargaining unit or required by law and is provided during the normal work day and/or year shall not qualify for credit under the terms of this Article.

F. Evaluation

The Union specifically recognizes the right and necessity of the Board to evaluate employee performance. Each employee's immediate supervisor shall perform an evaluation at least once every two (2) years; however, other administrative personnel may be called upon to assist in the evaluation process if requested to do so by either the employee or the immediate supervisor.

1. Evaluation shall be primarily directed to the improvement of employee performance and to provide assistance to the employee to correct or improve areas of concern which may be revealed by the evaluation.
2. All evaluations of employee performance shall be reduced to writing prior to placement in the personnel file and will adhere to the Board of Education/Secretarial Union Evaluation Form. The criteria for evaluation shall include but not be limited to:
 - a. Adaptability
 - b. Initiative
 - c. Job knowledge
 - d. Organization

- e. Personal fitness
- f. Personal relations / cooperation
- g. Punctuality and attendance
- h. Quality of work
- i. Responsibility

ARTICLE 20
COMPENSATION

- A. The salaries of employees covered by this Agreement are set forth in Schedule A of this Agreement. The salary schedule shall remain in effect during the term of this Agreement. ~~All IUOE members shall receive a half (1/2) step advancement for the 2017-18 school year as soon as ratified. Step 4 of the salary schedule will be increased by one percent (1%) as soon as ratified. Salaries will be subject to negotiation for 2018-19 and 2019-20. For 2018-19, effective upon Union ratification and Board approval, full steps and longevity advancement. Establish a separate longevity range for 9-10 years of service at 7% (longevity 7-8 years of service remain at 6%). Change longevity 20 to 20-21 years of service and remain at 14%. Establish longevity 22 and above at 15.75%. For 2019-20, retroactive to July 1, 2019, full steps and longevity advancement, and increase steps 1 through 4 by 2% (see 2019-2020 Salary Schedule A). For 2020-21 increase steps 1 through 4 by 2.0%, half (1/2) step advancement, and longevity advancement.~~
- B. A new employee may be placed on experience steps within pay grade S-7 at the discretion of the Board, provided that the employee does not also receive credit for longevity and/or seniority except as based on years of service in the bargaining unit. Criteria for determining experience credit shall include the following:
1. Experience must be in a skill-related position.
 2. Experience must be of nine months or more in order to be credited a step.
 3. Formal training beyond high school will be credited at the rate of one step for each two years of formal training, with a maximum credit of two steps.
- C. No current employee, through the execution of this Agreement, shall be caused to lose any longevity credit which they are currently receiving.
- D. All employees working less than twelve months shall be paid on the bi-weekly payroll during their scheduled work year unless a signed consent form is submitted to the Payroll department electing to be paid on the bi-weekly payroll over a twelve (12) month period.

ARTICLE 21
PART-TIME EMPLOYEES

It is agreed between the parties that in the event an employee works less than the established full-time hours in the employee's assignment and the employee is covered by this Agreement, the employee shall be entitled to a prorated portion (based on the hours the employee works for the

Board in comparison to full-time hours) of the sick leave, vacation, holiday, personal business day,

funeral leave and terminal leave benefits provided under this Agreement. For purposes of this provision, "full-time hours" shall be as set forth in Article 14 ¶ A of this Agreement. However, for those bargaining unit members holding a part-time assignment on December 1, 2010 "full-time-hours" shall instead be thirty-five (35) hours per week.

Eligibility of part-time bargaining unit members to participate in insurance programs shall be as set forth in Article 18 of this Agreement.

ARTICLE 22
SCOPE, WAIVER, AND ALTERATION OF AGREEMENT

- A. A written waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of the terms and conditions herein.
- B. If any Article or section of the Agreement or any supplements thereto should be held invalid by operation of law, or if compliance with or enforcement of any article or section should be restrained by such law, the remainder of this Agreement shall not be affected, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for the article or section.
- C. This Agreement shall supersede any rules, policies, regulations or practices of the Board which shall be contrary to or inconsistent with its policies. The provisions of this Agreement shall be incorporated into and be considered part of the established policies of the Board.

ARTICLE 23
LONGEVITY

Employees who have served the required number of years within the bargaining unit shall be entitled to longevity payment. To determine the hourly rate with longevity, multiply the amount of the last step in the appropriate pay grade by the index opposite the number of current years of service.

YEARS OF SERVICE	PERCENTAGE
Beginning 5 through 6	(4%)
Beginning 7 through 8	(6%)
Beginning 9 through 10	(7%)
Beginning 11 through 13	(8%)
Beginning 14 through 16	(10%)
Beginning 17 through 19	(12%)
Beginning 20 through 21	(14%)

Beginning 22 and above	(15.75%)
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**ARTICLE 24
TERMINATION AND MODIFICATION**

- A. This Agreement shall continue in full force and effect until June 30, 2021~~20~~.
- B. If either party desires to terminate or modify this Agreement, they shall give written notice of termination or modification one hundred twenty (120) calendar days prior to the termination date. If neither party shall give notice of termination or modification or withdraws prior to the termination date of this Agreement, it shall continue in full force and effect from year to year thereafter, subject to notice of termination or modification by either party on one hundred twenty (120) calendar days written notice prior to the current year of termination.
- C. Notice of termination or modification shall be in writing and shall be sufficient if sent by Certified Mail to the Union, International Union of Operating Engineers, Local #324, AFL-CIO, 500 Hulet Drive, Bloomfield Township, Michigan 48302, and if to the Board addressed to East Lansing Public Schools, Board of Education Office, 501 Burcham Drive, East Lansing, Michigan 48823 or to any other address the parties may make available to each other.
- D. An emergency manager appointed under the Local Government and School District Fiscal Accountability Act, MCL 141.1501 et seq., shall have the authority to reject, modify, or terminate this Agreement as provided in that Act.

~~E. For fiscal years 2018-2019 and 2019-2020 the parties will have openers on finances/wages and Article 18 (Insurance Protection) and one topic from each side that is optional.~~

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed.

**EAST LANSING PUBLIC SCHOOLS
BOARD OF EDUCATION**

**INTERNATIONAL UNION OF
OPERATING ENGINEERS,
LOCAL #324, AFL-CIO**

President

Business Manager

Secretary

President

Secretary

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2017-2018 SALARY SCHEDULE A (effective upon ratification)

HOURLY WAGE RATES

Grade S-7		Grade S-9		Grade S-11	
Steps	Rate	Steps	Rate	Steps	Rate
1	\$ 18.99	1	\$ 19.35	1	\$ 19.71
1.5	\$ 19.15	1.5	\$ 19.52	1.5	\$ 19.91
2	\$ 19.31	2	\$ 19.68	2	\$ 20.10
2.5	\$ 19.47	2.5	\$ 19.90	2.5	\$ 20.30
3	\$ 19.63	3	\$ 20.11	3	\$ 20.50
3.5	\$ 19.91	3.5	\$ 20.38	3.5	\$ 20.79
4	\$ 20.58	4	\$ 21.07	4	\$ 21.50
Longevity		Longevity		Longevity	
5	\$ 21.40	5	\$ 21.91	5	\$ 22.36
6	\$ 21.40	6	\$ 21.91	6	\$ 22.36
7	\$ 21.81	7	\$ 22.33	7	\$ 22.79
8	\$ 21.81	8	\$ 22.33	8	\$ 22.79
9	\$ 21.81	9	\$ 22.33	9	\$ 22.79
10	\$ 21.81	10	\$ 22.33	10	\$ 22.79
11	\$ 22.23	11	\$ 22.76	11	\$ 23.22
12	\$ 22.23	12	\$ 22.76	12	\$ 23.22
13	\$ 22.23	13	\$ 22.76	13	\$ 23.22
14	\$ 22.64	14	\$ 23.18	14	\$ 23.65
15	\$ 22.64	15	\$ 23.18	15	\$ 23.65
16	\$ 22.64	16	\$ 23.18	16	\$ 23.65
17	\$ 23.05	17	\$ 23.60	17	\$ 24.08
18	\$ 23.05	18	\$ 23.60	18	\$ 24.08
19	\$ 23.05	19	\$ 23.60	19	\$ 24.08
20+	\$ 23.46	20+	\$ 24.02	20+	\$ 24.51

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Grade S-7 (all bargaining unit members hired after November 1, 2010);

Grade S-9 and S-11 (applies only if job incumbent was hired on or before November 1, 2010);

2018-2019 SALARY SCHEDULE A (effective upon ratification)-

HOURLY WAGE RATES

Grade S-7			Grade S-9			Grade S-11	
Steps	Rate		Steps	Rate		Steps	Rate
1	\$ 18.99		1	\$ 19.35		1	\$ 19.71
1.5	\$ 19.15		1.5	\$ 19.52		1.5	\$ 19.91
2	\$ 19.31		2	\$ 19.68		2	\$ 20.10
2.5	\$ 19.47		2.5	\$ 19.90		2.5	\$ 20.30
3	\$ 19.63		3	\$ 20.11		3	\$ 20.50
3.5	\$ 19.91		3.5	\$ 20.38		3.5	\$ 20.79
4	\$ 20.58		4	\$ 21.07		4	\$ 21.50
Longevity			Longevity			Longevity	
5	\$ 21.40		5	\$ 21.91		5	\$ 22.36
6	\$ 21.40		6	\$ 21.91		6	\$ 22.36
7	\$ 21.81		7	\$ 22.33		7	\$ 22.79
8	\$ 21.81		8	\$ 22.33		8	\$ 22.79
9	\$ 22.02		9	\$ 22.54		9	\$ 23.01
10	\$ 22.02		10	\$ 22.54		10	\$ 23.01
11	\$ 22.23		11	\$ 22.76		11	\$ 23.22
12	\$ 22.23		12	\$ 22.76		12	\$ 23.22
13	\$ 22.23		13	\$ 22.76		13	\$ 23.22
14	\$ 22.64		14	\$ 23.18		14	\$ 23.65
15	\$ 22.64		15	\$ 23.18		15	\$ 23.65
16	\$ 22.64		16	\$ 23.18		16	\$ 23.65
17	\$ 23.05		17	\$ 23.60		17	\$ 24.08
18	\$ 23.05		18	\$ 23.60		18	\$ 24.08
19	\$ 23.05		19	\$ 23.60		19	\$ 24.08
20	\$ 23.46		20	\$ 24.02		20	\$ 24.51
21	\$ 23.46		21	\$ 24.02		21	\$ 24.51
22	\$ 23.82		22	\$ 24.39		22	\$ 24.89

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Grade S-7 (all bargaining unit members hired after November 1, 2010)-

Grade S-9 and S-11 (applies only if job incumbent was hired on or before November 1, 2010)-

202019-202120 SALARY SCHEDULE A (effective July 1, 2019)

HOURLY WAGE RATES

Grade S-7		Grade S-9		Grade S-11	
Steps	Rate	Steps	Rate	Steps	Rate
1	\$ 19.7619 -37	1	\$ 20.131 9.74	1	\$ 20.5020 -10
1.5	\$ 19.9219 -53	1.5	\$ 20.311 9.91	1.5	\$ 20.7220 -31
2	\$ 20.0919 -70	2	\$ 20.472 0.07	2	\$ 20.9120 -50
2.5	\$ 20.26- 19.86	2.5	\$ 20.712 0.30	2.5	\$ 21.1220 -71
3	\$ 20.4220 -02	3	\$ 20.922 0.51	3	\$ 21.3320 -91
3.5	\$ 20.7220 -31	3.5	\$ 21.212 0.79	3.5	\$ 21.6321 -21
4	\$ 21.41- 20.99	4	\$ 21.922 1.49	4	\$ 22.3721 -93
Longevity		Longevity		Longevity	
5	\$ 22.27- 21.83	5	\$ 22.802 2.35	5	\$ 23.2622 -81
6	\$ 22.2721 -83	6	\$ 22.802 2.35	6	\$ 23.2622 -81
7	\$ 22.6922 -25	7	\$ 23.242 2.78	7	\$ 23.7123 -25
8	\$ 22.6922 -25	8	\$ 23.242 2.78	8	\$ 23.7123 -25
9	\$ 22.9122 -46	9	\$ 23.452 2.99	9	\$ 23.9423 -47
10	\$ 22.9122 -46	10	\$ 23.452 2.99	10	\$ 23.9423 -47
11	\$	11	\$	11	\$

	23.1222 .67			23.672 3.21		24.1623 .68
12	\$ 23.1222 .67		12	\$ 23.672 3.21		\$ 24.1623 .68
13	\$ 23.1222 .67		13	\$ 23.672 3.21		\$ 24.1623 .68
14	\$ 23.5523 .09		14	\$ 24.112 3.64		\$ 24.6124 .12
15	\$ 23.5523 .09		15	\$ 24.112 3.64		\$ 24.6124 .12
16	\$ 23.5523 .09		16	\$ 24.112 3.64		\$ 24.6124 .12
17	\$ 23.9823 .51		17	\$ 24.552 4.07		\$ 25.0524 .56
18	\$ 23.9823 .51		18	\$ 24.552 4.07		\$ 25.0524 .56
19	\$ 23.9823 .51		19	\$ 24.552 4.07		\$ 25.0524 .56
20	\$ 24.4123 .93		20	\$ 24.992 4.50		\$ 25.5025 .00
21	\$ 24.4123 .93		21	\$ 24.9924.50		\$ 25.5025 .00
22	\$ 24.7824 .30		22	\$ 25.3724.87		\$ 25.8925 .38

Grade S-7 (all bargaining unit members hired after November 1, 2010).

Grade S-9 and S-11 (applies only if job incumbent was hired on or before November 1, 2010).

East Lansing Public Schools

Policy #5342: Temporary Remote Work Policy for Michigan Occupational Safety and Health (MIOSHA) Compliance

Pursuant to MIOSHA Emergency Rule 5(8), dated October 14, 2020, “The employer shall create a policy prohibiting in-person work for employees to the extent that their work activities can feasibly be completed remotely.” Based upon this obligation, the District establishes the following:

- A. “Feasibly” may consider the practicality of remote work based on:
 - 1. The reliability and effectiveness of internet access at the person’s residence or location;
 - 2. The duties of the position and the ability to fully perform the work remotely;
 - 3. The need to protect and access confidential student, personnel, and financial information;
 - 4. The need to supervise, direct, or evaluate students or personnel;
 - 5. The need to provide direct, physical services to students such as speech, physical, or occupational therapy;
 - 6. Working conditions outlined in the applicable collective bargaining agreement; and
 - 7. Other relevant factors as determined by the Superintendent or designee.
- B. If the District is providing in-person instruction, the following employees may not work remotely, unless required pursuant to Paragraph E below:
 - 1. Professional Staff;
 - 2. Administrators/Supervisors;
 - 3. Bus drivers;
 - 4. Secretaries;
 - 5. Food service employees;
 - 6. Custodians;
 - 7. School nurses;
 - 8. Daycare workers; and
 - 9. Paraprofessionals.

- C. If the District is providing only online instruction, the Superintendent or designee may determine which employee groups can feasibly work remotely to effectively and efficiently perform their job duties and responsibilities, as permitted by law. An employee who is permitted to work remotely by the District may be recalled to in-person work if the District subsequently determines that the employee's work cannot feasibly be performed remotely.
- D. The District may consider the use of remote and on-site duties, when feasible and for short terms (up to ten work days), for teachers who provide the following types of instruction:
1. Physical Education;
 2. Shop;
 3. Music;
 4. Band;
 5. Art;
 6. Pre-School; and
 7. Great Start Readiness Program.
- E. Notwithstanding anything to the contrary in this Policy, a person with a disability may request remote work as a reasonable accommodation for a disability that has been confirmed by a medical practitioner. In such cases, the employer and employee will engage in the interactive process consistent with the Americans with Disabilities Act (ADA) of 1990.
- Granting of remote work as a reasonable accommodation during the COVID-19 pandemic shall be temporary, and does not obligate the District to grant remote work as a continuing reasonable accommodation after the expiration of Emergency Rule 5(8). The determination of whether remote work is a permanent reasonable accommodation for an employee with a disability will be made on a case-by-case basis.
- F. This Policy shall not limit the District's ability to determine the method of instruction to students or to provide instruction in the best interest of its students. The Board has the authority to determine whether students will receive instruction in-person, remotely, or through an alternative method.
- G. This Policy will expire April 14, 2021, unless Emergency Rule 5(8) is otherwise extended, or unless expressly extended by the Board.

Legal authority: MCL 380.11a(3); MIOSHA Emergency Rule 5(8) (Oct. 14, 2020); 42 USC § 12101 *et seq.*

Date adopted:

Date revised:



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CRISTINA T. PATZELT

JESSICA E. MCNAMARA
KATERINA M. VUJEA
BRENNAN M. ACKERMAN

November 17, 2020

Re: MIOSHA Remote Work Policy FAQ

Dear Retainer Client:

The Michigan Occupational Safety and Health Administration (“MIOSHA”) recently issued an [FAQ](#) clarifying the remote work policy requirement in its October 14, 2020 Emergency Rules. As noted in our October 16, 2020 [E-Blast](#), Emergency Rule 5(8) requires employers to “create a policy prohibiting in-person work for employees to the extent that their work activities can feasibly be completed remotely.”

This E-Blast does *not* address the November 15, 2020 Michigan Department of Health and Human Services (MDHHS) [order](#) on gathering restrictions and face mask requirements. Thrun Law Firm is hosting a webinar presentation for retainer clients on that order this Wednesday, November 18, 2020 from 10:00AM to 11:30AM. You may register for that webinar [here](#).

1. *What does the FAQ say?*

The FAQ reads:

Executive Rule 5(8) says: The employer shall create a policy prohibiting in-person work for employees to the extent that their work activities can feasibly be completed remotely. What type of policy is required?

MIOSHA will accept a written policy which indicates that employees are not to perform in-person work activities where the work activity can be feasibly be completed remotely.

Employers are obligated to demonstrate infeasibility of remote work.

Employers should include in the remote work determination information which covers at least:

- *Which positions/classifications report for in-person work and why they must be physically present in the workplace; [and]*
- *Reasons that this work cannot be performed remotely, this must include enough specificity to show this analysis has been performed.*



MIOSHA Remote Work Policy FAQ

November 17, 2020

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2. Should schools take action in addition to adopting a remote work policy?

Yes. Schools should document which positions or employee groups are performing in-person work, why those persons must physically be present in the workplace, and why their work cannot feasibly be performed remotely.

3. How should schools document the points discussed above?

We recommend using the attached chart entitled “In-Person Work by Position/Employee Group Audit.” School officials should complete the chart and maintain it with the school’s COVID-19 Preparedness and Response Plan. Schools must adopt that plan pursuant to the October 14, 2020 MIOSHA Emergency Rules. For more details about plan requirements, see our October 16, 2020 [E-Blast](#).

4. What factors should schools consider in determining whether remote work is feasible?

Neither the MIOSHA Emergency Rules nor MIOSHA FAQs list factors that must be considered. In our opinion, the determination whether work can feasibly be completed remotely should be made on a case-by-case basis, focusing on the position’s job responsibilities and the school’s method of instruction (i.e., online, hybrid, or in-person).

MDHHS has [opined](#) that working in-person is not permitted “solely because working remotely may result in decreased productivity or efficiency (i.e., because an employee may be more effective / efficient in person) or because there may be additional costs related to performing work remotely (i.e., costs for equipment like laptops, VPNs, software licenses).” This language does not prohibit an employer from addressing an employee’s substantiated dereliction of duties while working remotely by requiring the employee to report in-person.

5. Does the employer bear the burden of establishing that remote work is feasible?

Yes. An undated FAQ posted on MIOSHA’s website stated: “MIOSHA will not focus on evaluating the business’ judgment of feasibility, except for cases of obvious misapplication.” That FAQ, however, was deleted and replaced with the FAQ in Question 1 above, which states: “Employers are obligated to demonstrate infeasibility of remote work.”

Accordingly, school officials should not require employees to identify “extenuating circumstances” or otherwise explain why they require remote work. Instead, school officials must be able to articulate for each employee why the employee’s work cannot feasibly be done remotely.



MIOSHA Remote Work Policy FAQ

November 17, 2020

Page 3 of 3

6. May an employee voluntarily perform work in-person if a school determines that the employee's work can feasibly be completed remotely?

No. If an employee insists on performing work in-person, school officials should further discuss with the employee the specific reasons why the employee believes that work cannot feasibly be performed remotely. A sample form the employee may use to list those reasons, entitled "Request for In-Person Work by Individual Employee," is attached. The employee may perform work in-person only if, after reviewing the employee's proffered reasons, a school official determines that the work cannot feasibly be performed remotely.

7. Must the remote work policy be adopted by the Board?

Unclear, but we recommend that the Board adopt the policy. Emergency Rule 5(8) requires "the employer" to create a policy, the Board is the employer, and under Michigan law, a Board speak only through its minutes and resolutions. Moreover, the term "policy" in a public school setting typically references a policy approved by the Board. That said, the Rule does not expressly require that a Board approve the policy.

8. Is there a penalty for noncompliance with the MIOSHA Emergency Rules?

The standard [penalty](#) for noncompliance is a \$7,000 fine per violation. It is not clear whether this fine is assessed for each employee, for each day of non-compliance, or some other metric.

Conclusion

We continue to monitor MIOSHA guidance. Thrun has drafted a remote work policy that is available for purchase at a nominal fee. Please contact your Thrun labor attorney for more details.

Thrun Law Firm, P.C.

This client communication is intended to provide helpful information on school law topics and is not intended as legal advice or opinion for specific facts, matters, situations, or issues. Legal counsel should be consulted about the application of this information to a specific circumstance or situation.



Extended COVID-19 Learning Plan
as described in Public Act 149, Section 98a
Final

August 27, 2020

[September 3, 2020 Clarifications](#)

September 30, 2020 Revisions Based on SB927

Updated on 10/25/20 for Board of Education Action on 10/26/20

Updated on 11/20/20 for Board of Education Action on 11/23/20

On August 20, 2020, Governor Whitmer signed House Bill 5913 into law as Public Act 149. Section 98a states that in order to receive state aid for 2020-2021, districts must provide for instruction under an extended COVID-19 Learning Plan (“Plan”) that has been approved by an intermediate district or authorizing body. The Plan does not replace the District’s/PSA’s COVID-19 Preparedness and Response Plan, it is an additional plan that includes new assurances and sections on educational goals, instructional delivery, grading, and equitable access. PA 149 does not apply to districts that operate as a cyber school.

District/PSA educational goals written for all students and all subgroups must be established no later than September 15, 2020, and submitted in their Plan to the ISD or Authorizing Body, as applicable, no later than October 1, 2020, for approval. A district that is a public school academy that, by agreement, provides educational services for the residents of a district that is not a public school academy and that does not directly provide public educational services to its residents that intends to provide instruction under an extended COVID-19 learning plan shall submit its extended COVID-19 learning plan described in subsection (1) to the intermediate district in which is it located not later than October 1, 2020 for approval.

The ISD or Authorizing Body will approve Extended COVID-19 Learning Plans no later than October 9, 2020 and transmit the approved plans to the state superintendent of public instruction and the state treasurer. Approved plans must be made accessible through the transparency link located on the district’s website by not later than October 12, 2020.

District/PSA Extended COVID-19 Learning Plans should be submitted to the ISD or Authorizing Body as a PDF file.

East Lansing Public Schools Extended COVID-19 Learning Plan

Address of School District/PSA: 501 Burcham Dr., East Lansing, MI 48823

District/PSA Code Number: 33010

District/PSA Website Address: www.elps.us

District/PSA Contact and Title: Dori Leyko, Superintendent

District/PSA Contact Email Address: dori.leyko@elps.us

Name of Intermediate School District/PSA: Ingham Intermediate School District

Name of PSA Authorizing Body (if applicable):

Date of Approval by ISD/Authorizing Body:

Assurances

7. The District/PSA will make their ISD/Authorizing Body approved Extended COVID-19 Learning Plan accessible through the transparency reporting link located on the District's/PSA's website no later than October 1, 2020.
2. By not later than January 15, 2021, the district shall create a report that includes information regarding both of the following and shall ensure that the report under this subdivision can be accessed through the transparency reporting link located on the district's website:
 - a. The amount and type of training provided during the current school year as of the date of the report to teachers of the district through professional development that focuses on how to deliver virtual instruction.
 - b. The amount and type of training provided during the current school year as of the date of the report to parents and legal guardians of pupils and to pupils on how to access and use virtual content provided by the district.
3. The District/PSA will create and make available on its transparency reporting link located on the District/PSA's website, a report concerning the progress made in meeting the educational goals contained in its Extended COVID-19 Learning Plan no later than February 1, 2021, for goals its expected would be achieved by the middle of the school year and not later than the last day of school of the 2020-2021 school year for goals the District/PSA expected would be achieved by the end of the school year.
4. Benchmark Assessments: The District/PSA will
 - a. select a benchmark assessment or benchmark assessments that is/are aligned to state standards.
 - b. administer the approved benchmark assessment, or local benchmark assessment, or any combination thereof, to all pupils in grades K to 8 to measure proficiency in reading and mathematics within the first nine weeks of the 2020-2021 school year and again not later than the last day of the 2020-2021 school year.
5. If delivering pupil instruction virtually, the District/PSA will
 - a. provide pupils with equitable access to technology and the internet necessary to participate in instruction, and
 - b. expose each pupil to the academic standards that apply for each pupil's grade level or courses in the same scope and sequence as the District/PSA had planned for that exposure to occur for in-person instruction.
6. The District/PSA, in consultation with a local health department will develop guidelines concerning appropriate methods for delivering pupil instruction for the

2020-2021 school year that is based on local data that are based on key metrics. Note: A determination concerning the method for delivering pupil instruction shall remain at the District/PSA Board's discretion. Key metrics that the District/PSA will consider shall include at least all of the following:

- a. COVID-19 Cases or Positive COVID-19 tests
 - b. Hospitalizations due to COVID-19
 - c. Number of deaths resulting from COVID-19 over a 14-day period
 - d. COVID-19 cases for each day for each 1 million individuals
 - e. The percentage of positive COVID-19 tests over a 4-week period
 - f. Health capacity strength
 - g. Testing, tracing, and containment infrastructure with regard to COVID-19
7. If the District/PSA determines that it is safe to provide in-person instruction to pupils, the District/PSA will prioritize providing in-person instruction to pupils in grades K to 5 who are enrolled in the District/PSA.
8. The District/PSA assures that
- a. instruction will be delivered as described in this plan and re-confirmed by the District/PSA Board,
 - b. the description of instructional delivery in this plan matches the delivery of instruction to be delivered during the 2020-2021 school year,
 - c. the District/PSA will re-confirm how instruction will be delivered during the 2020-2021 school year thirty days after the approval of the plan, and each month thereafter at a meeting of the Board, and
 - d. For each reconfirmation described in this subdivision, the district shall report to the center, in a form and manner prescribed by the center,
 1. the instructional delivery method that was reconfirmed;
 2. how that instruction will be delivered for each grade level offered by the district, including pre-kindergarten, as applicable; and
 3. whether or not, as determined by the department in consultation with the center, the district is offering higher levels of in-person instruction for English language learners, special education students, or other special populations.
 - e. public comment will be solicited from the parents or legal guardians of the pupils enrolled in the District/PSA during a public meeting described in PA-149.
9. The District/PSA will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules, and regulations.
10. The District/PSA will ensure that two (2), 2-way interactions occur between a pupil enrolled in the District/PSA and the pupil's teacher or at least one (1) of the pupil's teachers, or another district employee who has responsibility for the pupil's learning, grade progression, or academic progress during each week of the school year for at least 75% of the pupils enrolled in the District/PSA. The

District/PSA will publicly announce its weekly interaction rates at each District/PSA Board meeting where it re-confirms how instruction is being delivered. The District/PSA will make those rates available through the transparency reporting link located on the District/PSA website each month for the 2020-2021 school year.

Clarification of Assurance 10: “Two-way interaction” means a communication that occurs between a pupil and the pupil’s teacher or at least one of the pupil’s teachers or another district employee who has responsibility for the pupil’s learning, grade progression, or academic progress, where one party initiates communication and a response from the other party follows that communication, and this is relevant to course progress or course content for at least one of the courses in which the pupil is enrolled or relevant to the pupil’s overall academic progress or grade progression. Responses, as described in this subdivision, must be communication initiated by the teacher, by another district employee who has responsibility for the pupil’s learning, grade progression, or academic progress, or by the pupil and not some other action taken.

Dori Leyko, Superintendent

District Superintendent or President of the Board of Education/Directors

9/30/20

Date

Learning Plan Narrative

Opening Statement

- Please provide a statement indicating why an Extended COVID-19 Learning Plan is necessary to increase pupil engagement and achievement for the 2020-2021 school year.

The COVID-19 global pandemic is impacting our school community in a number of ways: we are experiencing a traumatic event, many students may have significant gaps in their learning, and equity issues are more pronounced.

The ELPS COVID-19 Preparedness and Response Plan provides direction, requirements, and recommendations for programming for each phase of the MI Safe Start Plan. The plan prioritizes student and staff wellness and mental health, equity and access, student growth, and relationships and school connectedness, while being fluid enough to adapt to continuing changes in conditions. The additional requirements of the E-COL Plan require the district to identify and commit to the administration of beginning and end-of-year assessment tools and to develop goals for student growth.

ELPS has begun the school year with a fully remote model of instruction as we continue to monitor local health data.

As we return to school in the fall, our first priority will be to ensure the well-being of all members of our school community. Because of the wide range of experiences students had during the remote learning portion of the 19-20 school year, we anticipate that students will come to school in the fall of 2020 with a wider than usual range of competencies. We expect that many students will need opportunities for additional instruction. Teachers will need opportunities to collaborate with each other as they examine student work and determine what comes next in the learning for each student.

ELPS stakeholder groups and committees are in the process of developing our plan for transitioning to in-person instruction as soon as safely possible.

The full ELPS COVID-19 Preparedness and Response Plan can be found at this link: <https://elps.us/downloads/news/elps.preparedness.and.response.plan.final.8.10.20.pdf>

Educational Goals

- **Please outline and describe** the educational goals expected to be achieved for the 2020-2021 school year. The District/PSA must establish all of its goals no later than September 15, 2020. Authorizing bodies expect PSA educational goals will be aligned to the educational goal within your charter contract.
- **Specify** which goals are expected to be achieved by the middle of the school year and which goals are expected to be achieved by the end of the school year.
- **Ensure** that all of the following apply to the educational goals described in this section: (a) The goals include increased pupil achievement or, if growth can be validly and reliably measured using a benchmark assessment or benchmark assessments, growth on a benchmark assessment in the aggregate and for all subgroups of pupils; (b) The District/PSA benchmark assessment(s) are aligned to state standards and will be administered to all pupils K-8 at least once within the first 9 weeks of the 2020-2021 school year and not later than the last day of the 2020-2021 school year to determine whether pupils are making meaningful progress toward mastery of these standards; and (c) the District's/PSA's educational goals are measurable through a benchmark assessment or benchmark assessments.
- To the extent practicable, the District/PSA will administer the same benchmark assessment or benchmark assessments that was administered to pupils in previous years.

Quality Evidence-Based Assessment Practices

ELPS believes that benchmark assessment evidence can be used to monitor and evaluate patterns and trends in school/district academic performance and to identify effective instructional programs. We believe it can provide guidance for standardizing or adjusting curriculum and instruction across grade levels, schools, and districts and within classrooms.

We will not, however, use benchmark assessment data to make high-stakes instructional decisions about individual student learning. Rather, ELPS will continue the use of (and professional learning around the use of) the formative assessment process as a powerful practice embedded in the teaching and learning process to continuously observe where our students are in order to modify instruction.

We believe the use of the formative assessment process, which is supported by an extensive body of research, provides real-time data for both our teachers and students to accelerate their learning and progress and gives us a more complete picture of what our students know and are able to do.

Educational Goals

Screening assessments in reading and mathematics will be administered to all students at least twice during the school year: once in the first nine weeks of the school year, mid-year for some of the assessments, and again prior to the last day of school. Formative assessments will provide information to inform our progress toward our goals over the course of the year. Progress reports will be available on our website in February and June, and individual student progress will be shared with students and families.

Additionally, we will continue to engage stakeholders in the district's balanced assessment system, including publicly sharing aggregate and student subgroup performance reports on multiple assessments.

Goal 1 - All students (K-8) will improve performance in Reading/ELA from Fall to Spring as measured by AIMSweb Plus or through the use of a local assessment.

- All teachers will use the assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Reading/ELA academic standards.
- Results from Reading/ELA benchmark assessments, local Reading/ELA summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Goal 2 - All students (K-8) will improve performance in Mathematics from Fall to Spring as measured by AIMSweb Plus (Kindergarten and grades 6 - 8) and the Math Expressions Benchmark Assessments (grades 1 - 5).

- All teachers will use the formative assessment process to support adjustment to teaching & learning, to support meaningful student progress towards mastery of Math academic standards.
- Results from Math benchmark assessments, local Math summative assessments, and formative assessment will be continuously discussed and analyzed by staff.

Instructional Delivery & Exposure to Core Content

- **Please describe** how and where instruction will be delivered during the 2020-2021 school year. (e.g. instruction may be delivered at school or a different location, in-person, online, digitally, by other remote means, in a synchronous or asynchronous format, or any combination thereof).

Mode of Instruction

To start the school year, all students will begin the year with remote instruction at least through September 30, 2020.

Through a set of surveys, ELPS will gather information from families, staff, and students regarding the transition to in-person instruction. Using this data, local health data, and guidance from the Ingham County Health Department, the district will communicate a recommendation for the mode of instruction for October no later than September 21, 2020. Per requirements for the Board of Education (BOE) to recertify the E-COL Plan and the mode of instruction, this process will occur every 30 days. Stakeholders will also have the opportunity to provide input through public comment at BOE meetings, which are held twice a month.

Once a decision is made to transition to in-person instruction, students will be phased in, likely beginning with a hybrid model schedule but depending on the number of students returning for in-person instruction. The transition from online learning to in-person learning will occur over a 2 - 3-week period. Students in the Great Start Readiness Program (GSRP), Young Fives, Kindergarten and First Grade will return first, followed by students in grades 2 - 5. At the middle school, students in Grade 6 will return, followed by students in Grades 7 & 8. Due to the multi-grade classes at the high school, students in grades 9 - 12 will return together, likely in a hybrid schedule. Remote learning will continue to be offered to students at least through Phase 5 of the MI Safe Start Plan.

Note: Before and/or during this phase-in period, special education students in district categorical programs may be offered in-person instruction in very small groups scheduled by the teacher and families. In addition, English Learners and other students with IEPs may be offered face-to-face support.

Updated 9/27/20

On August 10, 2020, the ELPS Board of Education approved the recommendation to start the 2020-21 school year remotely through September 30, 2020, with a reevaluation

and recommendation for instructional delivery beyond that date to be communicated to the Board and stakeholders the week of September 21, 2020.

Since then, legislation was passed to require each district to develop an Extended Continuity of Learning Plan by October 1, 2020, and for the Board of Education to recertify the mode of instructional delivery every 30 days after October 1. ELPS is monitoring health data for the county and East Lansing Community daily. We are also in communication with MSU and the Ingham County Health Department on a regular basis and are utilizing tools developed by the Michigan Department of Health and Human Service (MDHHS) and the Center for Disease Control and Prevention (CDC) to guide decisions regarding the increasing intensity of in-person instruction.

Based on the following data, ELPS will continue with remote learning through October 30, 2020. The district will survey our stakeholders again in mid-October to inform future programming decisions. The district is also working with teachers and families on plans to begin providing some in-person instruction in very small groups for some students with disabilities and other special populations, as local health conditions permit.

Current local, county, and state data is as follows (as of 9/21/20):

- COVID-19 cases in Ingham County:
 - 3172 confirmed cases
 - 45 reported deaths
- COVID-19 cases per million in Ingham County (as of 9/15/20):
 - 294 cases per million per day (7-day rolling average)
 - “very high” risk level (criteria for “very high” is 70 cases per million per day)
- COVID-19 positivity rate in Ingham County (as of 9/15/20):
 - 5.6% (7-day rolling average)
 - “medium” risk level
- COVID-19 cases in Zip Code 48823:
 - 1261 – 1270 confirmed cases
- New COVID-19 positive cases and positivity rate at MSU:

	<u>New Cases</u>	<u>Positivity Rate</u>
Week of 9/14	209	13.38%
Week of 9/7	160	16.53%
Week of 8/31	126	12.56%
Week of 8/24	4	1.3%
Week of 8/17	5	2.13%
Week of 8/10	12	4.2%
Week of 8/3	8	11.76%

- New cases in K-12 school and universities this past week: 548 cases

Here are links to sites that provide local and state COVID-19 health data:

- MI Safe Start Map: <https://www.mistartmap.info/> (Click on our region – then click on Ingham County for county-specific data)
- Ingham County Health Department reporting: <https://ichd.maps.arcgis.com/apps/opsdashboard/index.html#/d9fd5db6d01348fdb1b9f8d1516bb825>
- MSU reporting: <https://msu.edu/together-we-will/testing-reporting/>
- School Related Outbreak Reporting - updated every Monday https://www.michigan.gov/coronavirus/0,9753,7-406-98163_98173_102480---,00.html

Updated 10/25/20

Based on current COVID health and risk data, remote learning will continue through at least January 3, 2021, at which time ELPS will offer both remote and in-person instruction should local, county and state health and risk data support a transition to in-person instruction. This determination will be made using the Michigan Department of Health and Human Services (MDHHS) and the Center for Disease Control (CDC) health data metric tools. The week of January 4, 2021 will be an orientation week for students in grades preK – grade 5, and middle and high school students will have an orientation week the week of January 18, 2021.

Currently, ELPS is offering in-person instruction and support to students in some of the district's special education categorical programs and is beginning in-person support to English Learners beginning the week of November 2, 2020. These in-person offerings are contingent upon the district's ability to safely and effectively staff each classroom.

Updated 11/20/20

Based on current COVID health and risk data and the current Epidemic Order announced by the Michigan Department of Health and Human Services on Sunday, November 16, 2020, remote learning will continue through at least January 15, 2021, at which time ELPS may offer both remote and in-person instruction should local, county and state health and risk data support a transition to in-person instruction. This determination will be made using the Michigan Department of Health and Human

Services (MDHHS) and the Center for Disease Control (CDC) health data metric tools and other factors listed in the district's metric guidance tool. In-person instruction will be offered no earlier than January 19, 2021, and this start date for offering in-person instruction will either be recertified or amended at the December 14, 2020 Board of Education meeting.

ELPS was offering small-group in-person instruction to some special education and English Learner students prior to the announcement of the DHHS Epidemic Order that provides directives and guidelines for the "three-week pause." Should the order expire on December 8, 2020, ELPS will evaluate whether or not we are able to resume this programming.

- **Please describe** how instruction for core academic areas will expose each pupil to the academic standards that apply for each pupil's grade level or course in the same scope and sequence as the District/PSA had planned for that exposure to occur for in-person instruction.

Curriculum and Instruction: Academic Standards

East Lansing Public Schools board-approved standards-aligned curriculum will be taught by ELPS teachers during remote and in-person instruction. Live and on-demand learning and best practices will be integrated to promote student engagement and differentiation. As teachers navigate the wider than usual range of competencies expected this fall, they will use pre-assessments to plan for differentiation of content, use results from pre-assessments to inform instruction and prioritize K-12 instructional standards for the 2020-2021 School Year. Teachers will utilize ELPS Scope and Sequence documents to guide content coverage.

Teachers and other professional staff will utilize SeeSaw (grades preK – 2) and Google Classroom (grades 3 – 12) to deliver instruction.

- **Please describe** how pupil progress toward mastery of the standards described within this section will be graded or otherwise reported to the pupil and the pupil's parent or legal guardian.

Assessment and Grading

East Lansing Public Schools bases its assessment system on the Michigan Standards. We regularly assess students at the district and classroom level to determine if they are making progress toward meeting those standards. We place a heavy emphasis on formative assessment. This is critical in the instructional process so that students receive timely feedback that helps them know what they need to do to improve. It also gives the teacher important information to know how to adjust the teaching and learning process to meet each student's needs.

We also have a system for delivering summative assessments at the district and classroom levels. These are given at the end of a period of learning as an evaluation of what has been learned and are part of our district grading process. These assessments are based on a coherent set of standards in the subject area that focus on a related group of skills and disciplinary knowledge.

We make available to our parents and legal guardians a web-based system that allows them to see their children's grades at any time. Our teachers keep up-to-date information on student grades in this system. This is in addition to the expectation we have for all teachers that they keep parents and guardians abreast of any concerns regarding a student's grade through emails and phone calls. Finally, we send out to parents report cards at the end of each marking period.

Elementary students will receive standards-based marks ratings on their report cards on a trimester basis. Middle and high school students will receive report cards on a quarterly basis - these students will receive letter grades or Incomplete, with an opportunity to make up work when students return to in-person learning.

Equitable Access

- If delivering pupil instruction virtually, please **describe** how the District/PSA will provide pupils with equitable access to technology and the internet necessary to participate in instruction.

Technology

ELPS ensures all students will be provided equitable access to technology and the internet as described in our Preparedness and Response Plan that was previously submitted to the state. ELPS is providing devices (iPads, laptops and/or Chromebooks) to all students who need them to access the curriculum and instruction and hotspots to families who need high-speed internet access.

- **Please describe** how the District/PSA will ensure that students with disabilities will be provided with equitable access to instruction and accommodation in accordance with applicable state and federal laws, rules, and regulations.

Students with Disabilities

Daily student and staff schedules were intentionally developed to provide time for both push-in and pull-out support and services. Time for communication and collaboration between teachers and service providers are also included in the weekly schedule.

Service providers will make initial contact with families to share district plans and processes for supporting students during remote learning. Service providers will ensure that students have all materials and resources to be successful with the online platform.

Service providers, in conjunction with IEP teams, will review students' IEPs, solicit parent input, and assess where students are at on their IEP goals. Teams will then determine to what extent the current services can be delivered during online learning and will generate one of the following: new IEP, an IEP amendment, or a contingency learning plan. These plans will be developed with parent input.

The ELPS Special Education Department continues to gather parent input and feedback in order to inform decisions on how to best support students with IEPs during remote learning.

The district has developed a method to complete evaluation for students suspected of having a disability as well as those requiring re-evaluation. In-person assessments will be completed as needed, with strict safety protocols and PPE utilized.

The district is in the planning process for transitioning students to in-person instruction. Students with disabilities in categorical programs will be offered in-person instruction first.

- **Optional Considerations for District/PSA Extended COVID-19 Learning Plans:**

- 1. In addition to the students with disabilities noted above, please describe how the District/PSA will ensure that the needs of other vulnerable student populations, such as but not limited to, early English Learners and Fledgling/struggling students, are met.

2. Please describe how the District/PSA will ensure that students will, during pandemic learning, have continued access to programs such as, but not limited to, Early Childhood, CTE, Early-Middle College, Dual Enrollment, and Advanced Placement as applicable within the District/PSA.

The ELPS full instructional plan (COVID-19 Preparedness and Response Plan) addresses ways all learners are supported and can be found at:

https://elps.us/downloads/_news_/elps.preparedness.and.response.plan.final.8.10.20.pdf